AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
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2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
P00007	15-Jun-2021	SEE SCHEDULE	

6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than item 6)	CODE
ACC-APG - COVID RESPONSE - W58P05 6472 NTEGRITY COURT (BU LDING 4401) ABERDEEN PROVING GROUND MD 21005-3013	W58P05	DEFENSE CONTRACT MANAGEMENT AGENCY DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
MODERNA US, NC. (b) (6) 200 TECHNOLOGY SQ CAMBRIDGE MA 02139-3578		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0100
	X	10B. DATED (SEE ITEM 13) 09-Aug-2020
CODE 8PTM0	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
See Block 14 Continuation Page

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: (b) (6)

See Block 14 Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b) (6)	(b) (6) TEL: (b) (6) EMAIL: (b) (6)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b) (6) (Si)		BY (b) (6) (Signature of Contracting Officer)	15 June 2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
P00007
OBLIGATION AMOUNT: $3,300,000,000.00

a. The purpose of this modification (P00007) is to:

- Revise Section A (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties)

- Exercise, revise delivery schedule for, and fund Option 3 and 4 CLINs 3001, 3001AA, 3001AB, 3001AC, 3001AD, 4001, 4001AA, 4001AB, 4001AC for a total of $3,300,000,00 (Authority FAR 52.217-7)

- Update Contracting Officer (Authority FAR 43.103(b))

- Add Performance Based Payments for Options 3 and 4; and revise the table in Section G, accordingly (Authority FAR 52.232-16)

- Add clause H.19 Product Variations (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties)

- Revise Attachment 0007, Performance Based Payment (PBP) Milestone Schedule, and Attachment 0008, PBP Milestone Billing Plan (Authority FAR 52.243-1).

b. This modification was requested by the program office to meet the Government's mission requirements.

c. The total funded amount has increased by $3,300,000,000 from $4,845,591,662.60 to $8,145,591,662.60. The total contract value amount remains unchanged.

All other terms and conditions remain unchanged. Please see below for details.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $3,300,000,000.00 from $4,845,591,662.60 to $8,145,591,662.60.

The following have been modified:

A.1 The U.S. Army Contracting Command - Aberdeen Proving Ground (ACC-APG), Natick Division has a requirement for up to 500 million SARS-CoV-2 mRNA-1273 Vaccine doses (100 µg & 50 µg, based on variation

supplied) in support of Joint Program Executive Office - Chemical Biological Radiological Nuclear Defense (JPEO-CBRND), the Assistant Secretary for Preparedness and Response (ASPR), and Biomedical Advanced Research and Development Authority (BARDA).

All doses of mRNA-1273 Vaccine to satisfy the delivery requirements of CLINs 0001, 1001, and 2001 are 100 µg doses which will be delivered in a multi-dose vial containing either 6.3mL fill volume (1260mcg) (b) (4) [redacted] or 8.0mL fill volume (1600mcg) (b) (4) [redacted] (as described in Moderna's COVID-19 Vaccine Authorized Fact Sheet and label).

Specifications of doses of mRNA-1273 Vaccine to satisfy the delivery requirements of CLINs 3001 and 4001 are described in Section H.19.

The delivery schedule for CLINs 3001 and 4001 may be concurrent with Moderna's Biologics License Application and FDA approval of the SARS-CoV-2 vaccine. Moderna agrees to continue to perform all regulatory efforts required to ensure that product delivered while the SARS-CoV-2 vaccine was under Emergency Use Authorization will remain available for use in the US.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The CLIN extended description has changed from:

The contractor shall produce and deliver 100M doses of the SARS-CoV-2 mRNA-1273 Vaccine filled drug product (FDP), IAW Section C, Statement of Work (SOW), and CDRLs (Exhibit A) on this contract.

To:

The contractor shall produce and deliver 100M doses of the SARS-CoV-2 mRNA-1273 Vaccine filled drug product (FDP), IAW Section C, Statement of Work (SOW), Clause no. H-19, and CDRLs (Exhibit A) on this contract.
.

The option status has changed from Option to Option Exercised.

SUBCLIN 3001AA

The CLIN description has changed from 33.4M Doses to 25M Doses.
The pricing detail quantity has decreased by 8,400,000.00 from 33,400,000.00 to 25,000,000.00.
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by $138,600,000.00 from $551,100,000.00 to $412,500,000.00.

SUBCLIN 3001AB

The CLIN description has changed from 33.4M Doses to 25M Doses.
The pricing detail quantity has decreased by 8,400,000.00 from 33,400,000.00 to 25,000,000.00.
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by $138,600,000.00 from $551,100,000.00 to $412,500,000.00.

SUBCLIN 3001AC

The CLIN description has changed from 33.2M Doses to 30M Doses.
The pricing detail quantity has decreased by 3,200,000.00 from 33,200,000.00 to 30,000,000.00.
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by $52,800,000.00 from $547,800,000.00 to $495,000,000.00.

CLIN 4001

The CLIN extended description has changed from:

The contractor shall produce and deliver 100M doses of the SARS-CoV-2 mRNA-1273 Vaccine filled drug product (FDP), IAW Section C, Statement of Work (SOW), and CDRLs (Exhibit A) on this contract.

To:

The contractor shall produce and deliver 100M doses of the SARS-CoV-2 mRNA-1273 Vaccine filled drug product (FDP), IAW Section C, Statement of Work (SOW), Clause no. 19, and CDRLs (Exhibit A) on this contract.
.

The option status has changed from Option to Option Exercised.

SUBCLIN 4001AA

The CLIN description has changed from 33.4M Doses to 10M Doses.
The pricing detail quantity has decreased by 23,400,000.00 from 33,400,000.00 to 10,000,000.00.
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by $386,100,000.00 from $551,100,000.00 to $165,000,000.00.

SUBCLIN 4001AB

The CLIN description has changed from 33.4M Doses to 28M Doses.
The pricing detail quantity has decreased by 5,400,000.00 from 33,400,000.00 to 28,000,000.00.
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by $89,100,000.00 from $551,100,000.00 to $462,000,000.00.

SUBCLIN 4001AC

The CLIN description has changed from 33.2M Doses to 28M Doses.
The pricing detail quantity has decreased by 5,200,000.00 from 33,200,000.00 to 28,000,000.00.
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by $85,800,000.00 from $547,800,000.00 to $462,000,000.00.

SUBCLIN 3001AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD		20,000,000	Each	$16.50	$330,000,000.00
EXERCISED OPTION	20M Doses FFP a. If executed, the option shall be awarded upon EUA or no later than (b) (4) . b. The government shall provide (b) (4) notification to exercise the option. FOB: Destination PURCHASE REQUEST NUMBER: 0011661905 PROJECT: Operation Warp Speed PSC CD: 6505				

NET AMT $330,000,000.00

ACRN AM $330,000,000.00
CIN: GFEBS001166190500004

SUBCLIN 4001AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD		34,000,000	Each	$16.50	$561,000,000.00
EXERCISED OPTION	34M Doses FFP a. If executed, the option shall be awarded upon EUA or no later than (b) (4) . b. The government shall provide (b) (4) notification to exercise the option. FOB: Destination PURCHASE REQUEST NUMBER: 0011661905 PROJECT: Operation Warp Speed PSC CD: 6505				

NET AMT $561,000,000.00

ACRN AM $561,000,000.00
CIN: GFEBS001166190500008

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK
LARGE SCALE PRODUCTION OF SARS-CoV-2 VACCINE

C.1 **SCOPE**. The Department of Defense and Health and Human Services (HHS) require large scale manufacturing of vaccine doses in support of the national emergency response to the Coronavirus Disease 2019 (COVID-19) for the United States Government (USG) and the US population.

C.1.1 Background. In December 2019, a novel coronavirus now known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Service declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. On March 1, 2020, the President of the United States, pursuant to sections 01 and 301 of the National Emergencies Act (50 U.S.C. 1601 et seq.) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), proclaimed that the COVID-19 outbreak in the United States constitutes a national emergency.

C.1.1.1 Under Operation Warp Speed (OWS), the Department of Defense and HHS are leading a whole of nation effort to ensure development of promising vaccine, diagnostic and therapeutic candidates and ensure that these medical countermeasures are available in the quantities required to reduce SARS-CoV-2 transmission, identify prior and/or current infection, and improve patient care, thereby mitigating the impact of COVID-19 on the nation and its people. The DoD Joint Program Executive Office for Chemical, Biological, Radiological and Nuclear Defense (JPEO-CBRD) is providing expertise and contracting support to HHS, in compliance with PL 115-92 Authorization Letter for DoD Medical Priorities, through an Interagency Agreement, signed April 23, 2020. As OWS products progress to clinical trials to evaluate the safety and efficacy of vaccines and therapeutics, it is critical that, in parallel, the USG supports large scale manufacturing so that vaccine doses or therapeutic treatment courses are immediately available for nationwide access as soon as a positive efficacy signal is obtained and the medical countermeasures are authorized for widespread use.

C.1.2 Objective: The objective of this effort is to obtain the following:

a. Base Period: Large scale manufacturing of 100 million vaccine doses
b. Option Period 1: Large scale manufacturing of 100 million vaccine doses
c. Option Period 2: Large scale manufacturing of 100 million vaccine doses
d. Option Period 3: Large scale manufacturing of 100 million vaccine doses
e. Option Period 4: Large scale manufacturing of 100 million vaccine doses

The Base Period is 9 months, with overlapping options for a total of 20 months if all options are exercised.

C.1.3 Consistent with the Updated EUA Fact Sheet for Healthcare Providers Administering Vaccine (Vaccination Providers) dated 01 April 2021, up to 15 doses may be extracted from Moderna's newly authorized multidose vials with 8.0mL fill volume (1600mcg). The Government and Moderna agree that 15 doses per vial are only attainable using premium low dead volume (LDV) syringes, which are in short supply globally. Utilizing initial ancillary equipment, vaccine administration personnel can reliably extract 13 doses from these vials; however, the Government has identified needle/syringe combinations that can be used to extract 14 doses.

C.1.3.1 Given the two parties' shared interest in reducing vaccine waste and accelerating the availability of Moderna's SARS-CoV-2 vaccine doses, the Government and Moderna intend that the Moderna vaccines doses be administered with needles and syringes compatible with extraction of 14 doses when possible. Toward this end, the Government shall maintain a list of syringe and/or needle combinations which will allow extraction of 14 doses per 8.0mL vial, which list shall be updated jointly by the Government and Moderna as any additional syringe and/or needle combinations compatible with extraction of 14 doses/vial are identified. Furthermore, the Government will, to the extent that appropriate needles and syringes are available, assemble and ship kits containing sufficient quantities of syringes and needles compatible with extraction of 14 doses per vial (Kit Moderna 140) with Moderna's SARS-CoV-2 vaccine. The Government expects that these kits will be available beginning 01 May 2021 for a significant portion of Moderna's remaining deliveries. If, however, appropriate syringes and needles are not available, the Government will revert to shipping the Kit Moderna 130 with Moderna's SARS-CoV-2 vaccine.

C.2 **APPLICABLE DOCUMENTS**.

C.2.1 Federal Documents:

C.2.1.1 Title 21 Code of Federal Regulations (CFR), Food and Drugs: Part 210, Current Good Manufacturing Practice in Manufacturing, Processing, Packing, or Holding of Drugs; General; and, Part 211, Current Good Manufacturing Practice In Manufacturing, Processing, Packing, or Holding of Drugs; General. (https://www.ecfr.gov/cgi-bin/text-idx?SID=a95cab20f443897a400bb7e44a27cf4c&mc=true&tpl=/ecfrbrowse/Title21/21cfrv4_02.tpl#0)

C.3 **REQUIREMENTS**. Independently, and not as an agent of the USG, in accordance with the Proposal submitted by Moderna US, Inc. in response to Solicitation Number W911QY20R0043, Titled, "Advanced Procurement of mRNA-1273 Vaccine for Prevention of SARS-CoV-2 Coronavirus (COVID-19)"), dated July 10, 2020 (and any subsequent USG-approved revisions thereto), the contractor shall provide all necessary services, qualified personnel, material, equipment and facilities (not otherwise provided by the USG under the terms of this contract) to perform the specific tasks set forth below.

C.3.1 **Contract Line Item Number (CLIN) 0001 - Base Period: Large Scale Manufacturing of 100 Million Vaccine Doses**.

C.3.1.1 The contractor shall complete all scope required for the production, release and delivery use of 100 million Final Drug Product (FDP) doses of a SARS-CoV-2 mRNA-1273 vaccine. This shall include, the following tasks and other activities reasonably contemplated by such task:

C.3.1.1.1 Storage of FDP doses prior to delivery consistent with all FDA requirements to ensure that the product remains available for use in target populations. Storage and maintenance of the vaccine prior to delivery shall be under conditions and at temperatures necessary to retain stability for use as prescribed in this contract for a period of 12 months. (Based on FDP stability data that supports a 12-month shelf-life, subject to FDA confirmation of the assigned shelf-life.) Ensure requirements of 21CFR207, Registration of Producers of Drugs and Listing of Drugs in Commercial Distribution are met prior to distribution to the CDC. Documents shall be provided under CDRL A002, FDA Interactions and Inspections Documentation.

C.3.1.1.2 cGMP manufacturing of 100 million doses fully compliant with 21 CFR 210 and 211.

C.3.1.1.3 Ensuring that vial labeling and packaging is consistent with FDA guidance for use in target populations and that labeling is updated as appropriate.

C.3.1.1.4 Coordinating with FDA to establish an approved commercial vial label, carton and packaging insert (printed or electronic).

C.3.1.1.5 Ensuring the product complies with the Drug Supply Chain Security Act (DSCSA), Sections 581-585 of PL 113-54 (Nov. 27, 2013), including product verification, serialization, traceability and detection and response requirements, subject to any exceptions established by or the enforcement discretion of the FDA, including "Exemption from Certain Product Tracing and Product Identification Requirements Under Section 582 of the FD&C Act" (April 2020).

C.3.1.1.6 In coordination with the USG, the contractor shall conduct a demonstration of the vaccine shipping process prior to the first delivery of FDP doses at a time mutually agreed to by the contractor and the USG. Moderna shall provide specifications and details associated with the shipping process and containers (IAW CDRL A005) to enable the USG to adequately plan and prepare for potential distribution of the vaccine.

C.3.1.1.7 Following release of product the contractor shall, promptly deliver product to the designated delivery site via a qualified distribution vendor in accordance with Section F and paragraph C.7 below. In the unforeseen event that a designated delivery site cannot receive product and the contractor provides storage beyond 20 days of product release, the contract will be subject to modification for acceptance purposes.

C.3.1.2 Site Visits and Audits. The contractor shall accommodate periodic or ad hoc site visits by BARDA and FDA representatives for required site visits and audits at facilities used to support this contract throughout the period of performance of the contract.

C.3.1.2.1 BARDA Audits. If issues are identified during an audit, the contractor shall submit a report detailing the finding and corrective action(s) in accordance with CDRL A001.

C.3.1.2.2 FDA Audits. The Contractor shall notify the Contracting Officer and Contracting Officer's Representative (COR) within (b) (4) of a scheduled FDA audit or within (b) (4) of an ad hoc site visit or audit if the FDA does not provide advance notice. The contractor shall provide copies of any FDA Audit Report received from subcontractors that occur as a result of this contract or for this product within (b) (4) of receiving correspondence from the FDA or third party in accordance with CDRL A002. The Contractor shall provide the Contracting Officer with a plan for addressing areas of nonconformance, if any are identified, within [redacted] of submittal of the audit report in accordance with CDRL A002.

C.3.1.2.3 FDA Interactions. The contractor shall provide copies of the plan and processes that will ensure the USG has visibility and input on all FDA communications regarding the drugs and biologics for the following, but not limited to: FDA interactions, FDA meetings, communications, submissions, inspections, and enforcement documentation in accordance with CDRL A002.

C.3.2 **CLIN 1001 - Option Period 1: Large Scale Manufacturing of 100 Million Vaccine Doses**.

C.3.2.1 The contractor shall complete all scope required for the production, release and delivery use of 100 million FDP doses of a SARS-CoV-2 mRNA-1273 vaccine. This shall include the following tasks and other activities reasonably contemplated by such tasks:

C.3.2.1.1 Storage of FDP doses prior to delivery consistent with all FDA requirements to ensure that the product remains available for use in target populations. Storage and maintenance of the vaccine prior to delivery shall be under conditions and at temperatures necessary to retain stability for use as prescribed in this contract for a period of 12 months. (Based on FDP stability data that supports a 12-month shelf-life, subject to FDA confirmation of the assigned shelf-life.) Ensure requirements of 21CFR207, Registration of Producers of Drugs and Listing of Drugs in Commercial Distribution are met prior to distribution to the CDC. Documents shall be provided under CDRL A002, FDA Interactions and Inspections Documentation.

C.3.2.1.2 cGMP manufacturing of 100 million doses, subject to any exceptions established by or the enforcement discretion of the FDA.

C.3.2.1.3 Ensuring that vial labeling and packaging is consistent with FDA guidance for use in target populations and that labeling is updated.

C.3.2.1.4 Ensuring the product complies with the Drug Supply Chain Security Act (DSCSA), Sections 581-585 of PL 113-54 (Nov. 27, 2013), including product verification, serialization, traceability and detection and response requirements subject to any exceptions established by or the enforcement discretion of the FDA.

C.3.2.1.5 Following release of the product the contractor shall deliver the product to the designated distribution site via a qualified distribution vendor in accordance with Section F and paragraph C.7 below. To the extent a natural disaster or other emergency affecting a designated delivery site restricts such site's ability to receive product, the Contractor and the USG will promptly agree on an alternate USG delivery location, or storage as Vendor Managed Inventory (VMI) at the contractor site.

C.3.2.2 Site Visits and Audits. The contractor shall accommodate periodic or ad hoc site visits by BARDA and FDA representatives for required site visits and audits at facilities used to support this contract throughout the period of performance of the contract.

C.3.2.2.1 BARDA Audits. If issues are identified during an audit, the contractor shall submit a report detailing the finding and corrective action(s) in accordance with CDRL A001.

C.3.2.2.2 FDA Audits. The Contractor shall notify the Contracting Officer and COR within (b) (4) of a scheduled FDA audit or within (b) (4) of an ad hoc site visit or audit if the FDA does not provide advance notice. The contractor shall provide copies of any FDA Audit Report received from subcontractors that occur as a result of this contract or for this product within (b) (4) of receiving correspondence from the FDA or third party in accordance with CDRL A015. The Contractor shall provide the Contracting Officer with a plan for addressing areas of nonconformance, if any are identified, within (b) (4) of submittal of the audit report in accordance with CDRL A002.

C.3.2.2.3 FDA Interactions. The contractor shall provide copies of the plan and processes that will ensure the USG has visibility and input on all FDA communications regarding the drugs and biologics for the following, but not limited to: FDA interactions, FDA meetings, communications, submissions, inspections, and enforcement documentation in accordance with CDRL A002.

C.3.3 **CLIN 2001 - Option Period 2: Large Scale Manufacturing of 100 Million Vaccine Doses**.

C.3.3.1 The contractor shall complete all scope required for the production, release and delivery use of 100 million FDP doses of a SARS-CoV-2 mRNA-1273 vaccine. This shall include the following tasks and other activities reasonably contemplated by such tasks:

C.3.3.1.1 Storage of FDP doses prior to delivery consistent with all FDA requirements to ensure that the product remains available for use in target populations. Storage and maintenance of the vaccine prior to delivery shall be under conditions and at temperatures necessary to retain stability for use as prescribed in this contract for a period of 12 months. (Based on FDP stability data that supports a 12-month shelf-life, subject to FDA confirmation of the assigned shelf-life.) Ensure requirements of 21CFR207, Registration of Producers of Drugs and Listing of Drugs in Commercial Distribution are met prior to distribution to the CDC. Documents shall be provided under CDRL A002, FDA Interactions and Inspections Documentation.

C.3.3.1.2 cGMP manufacturing of 100 million doses, subject to any exceptions established by or the enforcement discretion of the FDA.

C.3.3.1.3 Ensuring that vial labeling and packaging is consistent with FDA guidance for use in target populations and that labeling is updated as appropriate.

C.3.3.1.4 Ensuring that the product complies with the Drug Supply Chain Security Act (DSCSA), Sections 581-585 of PL 113-54 (Nov. 27, 2013), including product verification, serialization, traceability and detection and response requirements, subject to any exceptions established by or the enforcement discretion of the FDA.

C.3.3.1.5 Following release the contractor shall deliver product to the nearest designated distribution site via a qualified distribution vendor in accordance with Section F and paragraph C.7 below. To the extent a natural disaster or other emergency affecting a designated delivery site restricts such site's ability to receive product, the Contractor and the USG will promptly agree on an alternate USG delivery location, or storage as Vendor Managed Inventory (VMI) at the contractor site.

C.3.3.2 Site Visits and Audits. The contractor shall accommodate periodic or ad hoc site visits by BARDA and FDA representatives for required site visits and audits at facilities used to support this contract throughout the period of performance of the contract.

C.3.3.2.1 BARDA Audits. If issues are identified during an audit, the contractor shall submit a report detailing the finding and corrective action(s) in accordance with CDRL A001.

C.3.3.2.2 FDA Audits. The Contractor shall notify the Contracting Officer and COR within (b) (4) of a scheduled FDA audit or within (b) (4) of an ad hoc site visit or audit if the FDA does not provide advance notice.

The contractor shall provide copies of any FDA Audit Report received from subcontractors that occur as a result of this contract or for this product within (b) (4) of receiving correspondence from the FDA or third party in accordance with CDRL A002. The Contractor shall provide the Contracting Officer with a plan for addressing areas of nonconformance, if any are identified, within (b) (4) of submittal of the audit report in accordance with CDRL A002.

C.3.3.2.3 FDA Interactions. The contractor shall provide copies of the plan and processes that will ensure the USG has visibility and input on all FDA communications regarding the drugs and biologics for the following, but not limited to: FDA interactions, FDA meetings, communications, submissions, inspections, and enforcement documentation in accordance with CDRL A002.

C.3.4 **CLIN 3001 - Option Period 3: Large Scale Manufacturing of 100 Million Vaccine Doses**.

C.3.4.1 The contractor shall complete all scope required for the production, release and delivery use of 100 million FDP doses of a SARS-CoV-2 mRNA-1273 vaccine. This shall include the following tasks and other activities reasonably contemplated by such tasks:

C.3.4.1.1 Storage of FDP doses prior to delivery consistent with all FDA requirements to ensure that the product remains available for use in target populations. Storage and maintenance of the vaccine prior to delivery shall be under conditions and at temperatures necessary to retain stability for use as prescribed in this contract for a period of 12 months. (Based on FDP stability data that supports a 12-month shelf-life, subject to FDA confirmation of the assigned shelf-life.) Ensure requirements of 21CFR207, Registration of Producers of Drugs and Listing of Drugs in Commercial Distribution are met prior to distribution to the CDC. Documents shall be provided under CDRL A002, FDA Interactions and Inspections Documentation.

C.3.4.1.2 cGMP manufacturing of 100 million doses, subject to any exceptions established by or the enforcement discretion of the FDA.

C.3.4.1.3 Ensuring that vial labeling and packaging is consistent with FDA guidance for use in target populations and that labeling is updated.

C.3.4.1.4 Ensuring the product complies with the Drug Supply Chain Security Act (DSCSA), Sections 581-585 of PL 113-54 (Nov. 27, 2013), including product verification, serialization, traceability and detection and response requirements subject to any exceptions established by or the enforcement discretion of the FDA.

C.3.4.1.5 Following release of the product the contractor shall deliver the product to the designated distribution site via a qualified distribution vendor in accordance with Section F and paragraph C.7 below. To the extent a natural disaster or other emergency affecting a designated delivery site restricts such site's ability to receive product, the Contractor and the USG will promptly agree on an alternate USG delivery location, or storage as Vendor Managed Inventory (VMI) at the contractor site.

C.3.4.2 Site Visits and Audits. The contractor shall accommodate periodic or ad hoc site visits by BARDA and FDA representatives for required site visits and audits at facilities used to support this contract throughout the period of performance of the contract.

C.3.4.2.1 BARDA Audits. If issues are identified during an audit, the contractor shall submit a report detailing the finding and corrective action(s) in accordance with CDRL A001.

C.3.4.2.2 FDA Audits. The Contractor shall notify the Contracting Officer and COR within (b) (4) of a scheduled FDA audit or within (b) (4) of an ad hoc site visit or audit if the FDA does not provide advance notice. The contractor shall provide copies of any FDA Audit Report received from subcontractors that occur as a result of this contract or for this product within (b) (4) of receiving correspondence from the FDA or third party in accordance with CDRL A015. The Contractor shall provide the Contracting Officer with a plan for addressing areas of nonconformance, if any are identified, within (b) (4) of submittal of the audit report in accordance with CDRL A002.

C.3.4.2.3 FDA Interactions. The contractor shall provide copies of the plan and processes that will ensure the USG has visibility and input on all FDA communications regarding mRNA-1273 for the following, but not limited to: FDA interactions, FDA meetings, communications, submissions, inspections, and enforcement documentation in accordance with CDRL A002.

C.3.5 **CLIN 4001 - Option Period 4: Large Scale Manufacturing of 100 Million Vaccine Doses**.

C.3.5.1 The contractor shall complete all scope required for the production, release and delivery use of 100 million FDP doses of a SARS-CoV-2 mRNA-1273 vaccine. This shall include the following tasks and other activities reasonably contemplated by such tasks:

C.3.5.1.1 Storage of FDP doses prior to delivery consistent with all FDA requirements to ensure that the product remains available for use in target populations. Storage and maintenance of the vaccine prior to delivery shall be under conditions and at temperatures necessary to retain stability for use as prescribed in this contract for a period of 12 months. (Based on FDP stability data that supports a 12-month shelf-life, subject to FDA confirmation of the assigned shelf-life.) Ensure requirements of 21CFR207, Registration of Producers of Drugs and Listing of Drugs in Commercial Distribution are met prior to distribution to the CDC. Documents shall be provided under CDRL A002, FDA Interactions and Inspections Documentation.

C.3.5.1.2 cGMP manufacturing of 100 million doses, subject to any exceptions established by or the enforcement discretion of the FDA.

C.3.5.1.3 Ensuring that vial labeling and packaging is consistent with FDA guidance for use in target populations and that labeling is updated.

C.3.5.1.4 Ensuring the product complies with the Drug Supply Chain Security Act (DSCSA), Sections 581-585 of PL 113-54 (Nov. 27, 2013), including product verification, serialization, traceability and detection and response requirements subject to any exceptions established by or the enforcement discretion of the FDA.

C.3.5.1.5 Following release of the product the contractor shall deliver the product to the designated distribution site via a qualified distribution vendor in accordance with Section F and paragraph C.7 below. To the extent a natural disaster or other emergency affecting a designated delivery site restricts such site's ability to receive product, the Contractor and the USG will promptly agree on an alternate USG delivery location, or storage as Vendor Managed Inventory (VMI) at the contractor site.

C.3.5.2 Site Visits and Audits. The contractor shall accommodate periodic or ad hoc site visits by BARDA and FDA representatives for required site visits and audits at facilities used to support this contract throughout the period of performance of the contract.

C.3.5.2.1 BARDA Audits. If issues are identified during an audit, the contractor shall submit a report detailing the finding and corrective action(s) in accordance with CDRL A001.

C.3.5.2.2 FDA Audits. The Contractor shall notify the Contracting Officer and COR within (b) (4) of a scheduled FDA audit or within (b) (4) of an ad hoc site visit or audit if the FDA does not provide advance notice. The contractor shall provide copies of any FDA Audit Report received from subcontractors that occur as a result of this contract or for this product within (b) (4) of receiving correspondence from the FDA or third party in accordance with CDRL A015. The Contractor shall provide the Contracting Officer with a plan for addressing areas of nonconformance, if any are identified, within (b) (4) of submittal of the audit report in accordance with CDRL A002.

C.3.5.2.3 FDA Interactions. The contractor shall provide copies of the plan and processes that will ensure the USG has visibility and input on all FDA communications regarding the drugs and biologics for the following, but not limited to: FDA interactions, FDA meetings, communications, submissions, inspections, and enforcement documentation in accordance with CDRL A002.

C.4 **CLIN 0002: Data Deliverables**. The contractor shall provide the following in accordance with the Contract Data Requirements List (CDRL), DD Forms 1423, provided at Appendix A.

C.4.1 Monthly Inventory Report (CDRL A003), detailing at a minimum, raw materials, formulated LNPs, and the fill, finish, and released product.

C.4.2 Quality Management Plan. The contractor shall provide a Quality Management Plan, in accordance with CDRL A004, describing the quality policy and objectives, management review, competencies and training, process document control, feedback, evaluation, corrective action and preventive action, process improvement, measurement, and data analysis processes. The framework is normally divided into infrastructure, senior management responsibility, resource management, lifecycle management, and quality management system evaluation.

C.4.3 Shipping Documentation (CDRL A005) for all Finished Drug Product (FDP) transferring from the contractor's fill/finish facility to a USG facility. The contractor shall obtain concurrence on planned shipment protocols prior to transport.

C.4.4 Expiring Items Report (CDRL A006) for all FDP in the USG's possession.

C.4.5 Key Personnel Listing (CDRL A007).

C.4.6 Monthly Technical Progress Report (CDRL A008), to include an Integrated Master Schedule, identifying key activities and contract status.

C.4.7 Final Technical Report (CDRL A009), documenting the work performed and results obtained for the entire contract period of performance.

C.4.8 Supply Chain Resiliency Plan (SCRP). The contractor shall provide, in accordance with CDRL A010 and CDRL Attachment 0001, a comprehensive SCRP that provides for identification and reporting of critical components associated with the secure supply of drug substance, drug product, and work-in-process through to finished goods, and key equipment suppliers and their locations, including addresses, points of contact, and work performed per location, to include subcontractors.

C.4.9 Risk Management Plan (RMP). The Contractor shall provide an RMP in accordance with CDRL A011 that outlines the impacts of each risk in relation to the cost, schedule, and performance objectives. The plan shall include risk mitigation strategies. Each risk mitigation strategy shall capture how the corrective action will reduce impacts on cost, schedule and performance. The following RMP information shall be included in the Monthly Technical Progress Report (CDRL A008).

Risk Register content:
a. Manuf/FF -risks or possible delays. If none N/A
b. Supply chain – same as above
c. Distribution challenges – same as above
d. Regulatory – same as above

C.4.10 Manufacturing Reports and Dose Tracking. The Contractor shall provide, in accordance with CDRL A013, manufacturing reports and manufacturing dose tracking projections and actuals utilizing the USG-provided "COVID-19 Dose Tracking Template" (CDRL Attachment 0003).

C.4.11 Product Acceptance Report (for each lot of Drug Product). The contractor shall provide, in accordance with CDRL A014, pictures of the drug product with lot number, drug product lot tree, list of associated deviations (from drug substance and product), and a Certificate of Analysis.

C.4.12 Incident Report. The contractor shall communicate to BARDA and document all critical programmatic concerns, issues, or probable risks that have or are likely to significantly impact project schedule and/or cost and/or performance in accordance with CDRL A016. "Significant" is frequently defined as a 10% or greater cost or schedule variance within a control account, but should be confirmed in consultation with the COR. Incidents that present liability to the project even without cost/schedule impact, such as breach of GCP during a clinical study, shall also be reported.

C.4.13 FDA Correspondence. The contractor shall provide any correspondence between Contractor and FDA relevant to the scope of this contract and submit in accordance with CDRL A017.

C.4.14 Press Releases. The contractor shall accurately and factually represent the work conducted under this contract in all press releases. The contractor shall provide an advance copy of any press release in accordance with CDRL A018.

C.4.15 Manufacturing Development Plan. The contractor shall provide a Manufacturing Development Plan, in accordance with CDRL A025, describing the manufacturing process for the drug/biologic product to ensure conformity with §501(a)(2)(B) of the Food, Drug, and Cosmetics Act (FD&C Act, Title 21 United States Code (USC) §351 (a)(2)(B)), regarding good manufacturing practices (GMP).

C.5 **Administration**.

C.5.1 Post Award Teleconference. The contractor shall host a Post Award Teleconference within 15 calendar days after contract award.

C.5.1.1 The contractor shall provide an Agenda, IAW CDRL A020, detailing the planned activities for the subsequent 30 calendar days and shall discuss agenda items for the Post Award Kickoff Meeting.

C.5.1.2 The contractor shall provide Meeting Minutes IAW CDRL A021.

C.5.2 Post Award Kickoff Meeting. The contracting officer may request the contractor host a contract Kick-Off Meeting within 30 calendar days after contract award via teleconference. The contracting officer shall establish the date and time of the conference and prepare the agenda to include discussion on contract activities and schedule.

C.5.3 Bi-Weekly Teleconference. The contractor shall participate in bi-weekly teleconferences (or more frequent meetings required by the USG if warranted based on contract activities) to discuss performance on the contract.

C.5.4 The contractor shall provide an Agenda, IAW CDRL A020; Meeting Minutes in accordance with CDRL A021; and, Presentation Material in accordance with CDRL A022 for each of the aforementioned teleconferences or meetings throughout the contract period of performance.

C.5.5 Daily "Check-In". The contractor shall participate in a daily "check-in" (via teleconference or email) to address key cost, schedule and technical updates. Daily updates may be shared with senior USG leaders during the COVID- 19 response and should be provided on a non-confidential basis, unless the update includes confidential information in which case, the contractor shall provide the update in both confidential and non-confidential formats. Daily check-ins may occur on weekdays, excluding federal holidays. Upon request of the USG, check-ins may also occur on weekends and on federal holidays, provided at least 24 hours' notice.

C.6 **Security**.

C.6.1 Access and General Protection/Security Policy and Procedures. The contractor shall provide all information required for background checks necessary to access critical information related to OWS, and to meet USG installation access requirements to be accomplished by the installation Director of Emergency Services or Security Office. The contractor employees shall comply with all personnel identity verification requirements as directed by the USG and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the security status of OWS change the USG may require changes in the contractor's security matters or

processes. In addition to the industry standards for employment background checks, the contractor shall be willing to have key individuals, in exceptionally sensitive positions, identified for additional vetting by the United States USG.

C.6.2 Security Program and Plan. The contractor shall implement a comprehensive security program that provides overall protection of personnel, information, data, and facilities associated with fulfilling the USG's requirement. The contractor's security practices and procedures shall be detailed in a Security Plan, in accordance with CDRL A019, and shall demonstrate how the contractor shall meet and adhere to the security requirements outlined in CDRL Attachment 0002. This plan shall be delivered to the USG within 45 days of award, and the USG will review in detail and submit comments within ten (10) business days to the Contracting Officer (CO) to be forwarded to the Contractor. The Contractor shall review the Security Plan comments, and, submit a final Security Plan to the U.S. USG within thirty (30) calendar days after receipt of the comments. The Security Plan shall include a timeline for compliance of all the required security measures outlined in CDRL Attachment 0002.

C.6.3 Operational Security (OPSEC). The contractor shall develop and submit an OPSEC Standard Operating Procedure (SOP)/Plan IAW CDRL A024. The contractor shall identify in the SOP/Plan critical information related to this contract, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

C.7 **CLIN 0002 Vendor Managed Inventory (VMI)**. The Contractor shall provide the capability to store the vaccine for up to 52 weeks, up to 100M doses of mRNA-1273 vaccine, in accordance with product labeling. The contractor shall, in accordance with paragraph C.3.1.1.6, ensure the product storage of FDP doses for up to 12 months prior to delivery consistent with all FDA requirements to ensure that the product remains available for use in target populations . (b) (4) The contractor shall store the product to insure product quality with audible alarms and contacting. The contractor shall notify the USG within (b) (4) of detection of an incident with the potential to impact product quality, and implement corrective actions to mitigate the incident. . BARDA/JPEO-CBRND personnel may conduct Quality Audits of the storage facility, when deemed necessary. The contractor shall notify the USG of Corrective/Preventive actions within (b) (4) of detection of an incident with potential to impacts product quality. BARDA/JPEO-CBRND personnel may conduct Quality Audits of the storage facility, when deemed necessary.

C.7.1 The USG will provide the contractor advance notice of the required delivery locations for the vaccine. The contractor shall ship mRNA-1273 vaccines to designated locations (b) (4) (b) (4) in the United States. The contractor shall be responsible for shipment of all vaccine product whether acceptance is conducted at origin or destination. (b) (4)

C.7.2 The vaccine product shall be shipped and tracked by the distribution vendor's shipping tracking number, to the USG-designated sites within the continental United States.

C.7.3 (b) (4) Implementation of a Vendor Managed Inventory Plan/SOP (CDRL A012) shall be provided to the USG. (b) (4) Notwithstanding either of the foregoing sentences, the contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the USG acting within the scope of their employment.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 3001AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 4001AD:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for SUBCLIN 3001AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

The following Delivery Schedule item for SUBCLIN 3001AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

The following Delivery Schedule item for SUBCLIN 3001AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

The following Delivery Schedule for SUBCLIN 3001AD has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

The following Delivery Schedule item for SUBCLIN 4001AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

The following Delivery Schedule item for SUBCLIN 4001AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

The following Delivery Schedule item for SUBCLIN 4001AC has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

The following Delivery Schedule for SUBCLIN 4001AD has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b) (4)	(b) (4)	(b) (6) WASHINGTON DC 20024 (b) (6) FOB: Destination	W56XNH

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $3,300,000,000.00 from $4,845,591,662.60 to $8,145,591,662.60.

SUBCLIN 3001AA:

AK: 021202120222040000665654255 S.0074658.5.58 6100.9000021001 A5XAH (CIN GFEBS001166190500001) was increased by $412,500,000.00 from $0.00 to $412,500,000.00
The contract ACRN AK has been added.
The CIN GFEBS001166190500001 has been added.
The Cost Code A5XAH has been added.

SUBCLIN 3001AB:

AK: 021202120222040000665654255 S.0074658.5.58 6100.9000021001 A5XAH (CIN GFEBS001166190500002) was increased by $412,500,000.00 from $0.00 to $412,500,000.00
The contract ACRN AK has been added.
The CIN GFEBS001166190500002 has been added.
The Cost Code A5XAH has been added.

SUBCLIN 3001AC:

AL: 021202120222040000665654255 S.0074658.5.58.3 6100.9000021001 A5XAH (CIN GFEBS001166190500003) was increased by $495,000,000.00 from $0.00 to $495,000,000.00
The contract ACRN AL has been added.
The CIN GFEBS001166190500003 has been added.
The Cost Code A5XAH has been added.

SUBCLIN 3001AD:
Funding on SUBCLIN 3001AD is initiated as follows:

ACRN: AM

CIN: GFEBS001166190500004

Acctng Data: 021202120222040000665654255 S.0074658.5.58.1 6100.9000021001

Increase: $330,000,000.00

Total: $330,000,000.00

Cost Code: A5XAH

SUBCLIN 4001AA:

AK: 021202120222040000665654255 S.0074658.5.58 6100.9000021001 A5XAH (CIN GFEBS001166190500005) was increased by $165,000,000.00 from $0.00 to $165,000,000.00
The contract ACRN AK has been added.
The CIN GFEBS001166190500005 has been added.
The Cost Code A5XAH has been added.

SUBCLIN 4001AB:

AN: 021202120222040000665654255 S.0074658.5.58.2 6100.9000021001 A5XAH (CIN GFEBS001166190500006) was increased by $462,000,000.00 from $0.00 to $462,000,000.00
The contract ACRN AN has been added.
The CIN GFEBS001166190500006 has been added.
The Cost Code A5XAH has been added.

SUBCLIN 4001AC:

AN: 021202120222040000665654255 S.0074658.5.58.2 6100.9000021001 A5XAH (CIN GFEBS001166190500007) was increased by $462,000,000.00 from $0.00 to $462,000,000.00
The contract ACRN AN has been added.
The CIN GFEBS001166190500007 has been added.
The Cost Code A5XAH has been added.

SUBCLIN 4001AD:
Funding on SUBCLIN 4001AD is initiated as follows:

ACRN: AM

CIN: GFEBS001166190500008

Acctng Data: 021202120222040000665654255 S.0074658.5.58.1 6100.9000021001

Increase: $561,000,000.00

Total: $561,000,000.00

Cost Code: A5XAH

The following have been modified:

G.1 GOVERNMENT CONTRACT ADMINISTRATION

In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

Procuring Contracting Officer:
(b) (6)
Joint COVID-19 Response Division
US Army Contracting Command
6472 Integrity Court (Building 4401)
Aberdeen Proving Ground, MD 21005-3013

Contract Specialist:
(b) (6)
Joint COVID-19 Response Division
US Army Contracting Command
6472 Integrity Court (Building 4401)
Aberdeen Proving Ground, MD 21005-3013

G.2 GOVERNMENT TECHNICAL POINT OF CONTACT

(b) (6)
Biologist/Project Officer
200 C Street, SW
Washington, DC 20201

G.3 CONTRACTOR'S CONTRACT ADMINISTRATION

(b) (6)
Moderna US, Inc.
200 Technology SQ.
Cambridge, MA 02139-3578

G.4 PLACES OF PERFORMANCE

Moderna US, Inc.
200 Technology SQ.
Cambridge, MA 02139-3578

G.5 NOTIFICATION OF REVISIONS AND CHANGE

Notification of revision or changes to names or email addresses will be provided by official correspondence from the PCO/ACO or office of the PCO/ACO in lieu of a contract modification. This does not apply to any such revisions or changes in the event this contract includes a key personnel clause.

G.6 PERFORMANCE BASED PAYMENT

Performance-based payments (PBP) are authorized under this contract in accordance with FAR 52.232-32. The contractor shall bill for the PBP upon achievement of the completion criteria identified in Attachment 0007, Performance-based Payment Milestone Table dated 4 May 2021. Upon achievement of the completion criteria, the contractor shall bill for the PBP for the base and each option IAW the following schedule:

CLIN	Period	Amount
0001AA	BASE	$90,210,000
0001AB	BASE	$132,308,000
0001AC	BASE	$180,420,000
0001AD	BASE	$198,462,000
TOTAL		$601,400,000
(b) (4)		
(b) (4)		

Delivery Invoicing: PBPs are a type of contract financing and are recouped by the Government through deductions of payments otherwise due to the contractor for the partial or complete delivery of contract items. The deductions are made by applying a liquidation rate to the price of delivered contract items. Attachment 0008, Performance-

based Payment Milestone Billing Plan, identifies the contractor invoicing schedule for liquidation. The contractor shall submit all invoices IAW Attachment 0008.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H.1 Key Personnel

Any key personnel specified in this contract are considered to be essential to work performance. At least thirty (30) calendar days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the Contractor is terminated for cause or separates from the Contractor voluntarily with less than thirty (30) calendar-day notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties. The following individuals are determined to be key personnel:

Name	Title
(b) (6)	[redacted]

H.2 Substitution of Key Personnel

The Contractor agrees to assign to the contract those persons whose resumes/CVs were submitted with the proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.

All requests for substitution must provide a detailed explanation of the circumstance necessitating the proposed substitution, a complete resume for the proposed substitute and any other information requested by the contracting officer to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The contracting officer or authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.

H.3 Disclosure of Information:

Performance under this contract may require the Contractor to access non-public data and information proprietary to a Government agency, another Government Contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except authorized by Government personnel or upon written approval of the CO which the KO will provide in accordance with OWS or other Government policies and/or guidance. The Contractor shall

not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

The Contractor shall comply with all applicable Government requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the Government's rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any law, rule, regulation, court ruling or similar order; for submission to any government entity' for submission to any securities exchange on which the Contractor's (or its parent corporation's) securities may be listed for trading; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions, or other business transactions. The exceptions identified in this paragraph apply to all disclosures under this Section H.3 except to the extent that a disclosure is otherwise prohibited by law.

H.4 Publication and Publicity

The contractor shall not release any reports, manuscripts, press releases, or abstracts about the work being performed under this contract without written notice in advance to the Government.

(a) Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published.

(b) Unless authorized in writing by the CO, the contractor shall not display the DoD logo including Operating Division or Staff Division logos on any publications.

(c) The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies DoD approval or endorsement of the product(s) or service(s) provided.

(d) The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

"This project has been funded in whole or in part with Federal funds from the Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority, under Contract Number W911QY-20-C-0100."

H.5 Confidentiality of Information

a. Confidential information, as used in this article, means non-public information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may,

by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.

e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

f. Contracting Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.

g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

ALL REQUIREMENTS OF THIS SECTION H.5 MUST BE PASSED TO ALL SUB-CONTRACTOR.

H.6 Regulatory Rights

This contract involves supply of a product that requires FDA pre-market approval or clearance before commercial authorization. Contractor is seeking FDA authorization or clearance for the commercialization of mRNA-1273, Moderna vaccine for SARS-CoV-2 Coronavirus (the "Technology"). The Contractor is the Sponsor of the Regulatory Application (an investigational new drug application (IND), investigational device exemption (IDE), emergency use authorization (EUA), new drug application (NDA), biologics license application (BLA), premarket approval application (PMA), or 510(k) pre-market notification filing (510(k)) or another regulatory filing submitted to FDA) for the technology. As the Sponsor of the Regulatory Application to FDA (as the terms "sponsor" and "applicant" are defined or used in at 21 CFR §§3.2(c), 312.5, 600.3(t), 812.2(b), 812 Subpart C, or 814.20), the Contractor has certain standing before the FDA that entitles it to exclusive communications related to the Regulatory Application.

Accordingly, the Contractor and the Government agree to the following:

a. DoD Medical Product Priority. PL 115-92 allows the DoD to request, and FDA to provide, assistance to expedite development of products to diagnose, treat, or prevent serious or life-threatening diseases or conditions facing American military personnel. The contractor recognizes that only the DoD can utilize PL 115-92. As such, the contractor will work proactively with the Government to leverage this law to its maximum potential under this contract. The contractor shall submit Public Law 115-92 Sponsor Authorization Letter that will be delivered to the designated OWS POC(s) within 30 days of award.

(b) (4) [redacted]

H.7 Performance Based Payment Liquidated under Termination

Performance Based Payments (PBPs) have been authorized as a method of financing under this contract. In the event the Moderna's mRNA-1273 COVID Vaccine is unsuccessful in its bid to obtain EUA or FDA approval, the Government may issue a Termination for Convenience (T4C) in whole or in part, on this contract. Upon notice of a T4C, the contractor shall submit a termination settlement proposal, IAW FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price).

H.8 Public Readiness and Emergency Preparedness (PREP) Act:

In accordance with the Public Readiness and Emergency Preparedness Act ("PREP Act"), Pub. L. No. 109-148, Division C, Section 2, as amended (codified at 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e), as well as the Secretary of HHS's Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID-19, 85 Fed. Reg. 15198 (Mar. 17, 2020, effective Feb. 4, 2020), and amended on April 15, 2020, 85 Fed. Reg. 21012 (together, the "Prep Act Declaration"):

(i) This Agreement is being entered into for purposes of facilitating the manufacture, testing, development, distribution, administration, and use of "Covered Countermeasures" for responding to the COVID-19 public health emergency, in accordance with Section VI of the PREP Act Declaration;

(ii) Contractor's performance of this Agreement falls within the scope of the "Recommended Activities" for responding to the COVID-19 public health emergency, to the extent it is in accordance with Section III of the PREP Act Declaration; and

(iii) Contractor is a "Covered Person" to the extent it is a person defined in Section V of the PREP Act

Declaration.

Therefore, in accordance with Sections IV and VII of the PREP Act Declaration as well as the PREP Act (42 U.S.C. § 247d-6d), the Department of Defense contracting via assisted acquisition on behalf of the HHS, expressly acknowledges and agrees that the HHS Declaration cited above, specifically its language providing immunity from suit and liability is applicable to this acquisition as long as Contractors activities fall within the terms and conditions of the PREP Act and the PREP Act Declaration.

The Government may not use, or authorize the use of, any products or materials provided under this contract, unless such use occurs in the United States (or a U.S. territory where U.S. law applies such as embassies, military and NATO installations) and is protected from liability under a declaration issued under the PREP Act, or a successor COVID-19 PREP Act Declaration of equal or greater scope. Any use where the application of the PREP Act is in question will be discussed with Moderna prior to use and, if the parties disagree on such use, the dispute will be resolved according to the "Disputes Clause" (52.233-1)

The items and technology covered by this Contract are being developed for both civil and military applications.

(b) (4) [redacted]

(b) (4)

[redacted]

H.10 Ensuring Sufficient Supply of the Product

1. In recognition of the Government's significant funding for the development and manufacturing of the product in this contract and the Government's need to provide sufficient quantities of a COVID-19 vaccine to protect the United States population, the Government shall have the remedy described in this section to ensure sufficient supply of the product to meet the needs of the public health or national security. This remedy is not available to the Government unless and until both of the following conditions ((a) and (b)) are met:

a. Moderna gives written notice, required to be submitted to the Government (b) (4) [redacted], of:

i. any formal management decision to terminate manufacturing of this product vaccine prior to delivery of any doses to USG under this contract, including all exercised options, other than as a result of clinical failure, or serious technical or safety reasons or;

ii. any formal management decision to discontinue sale of this product vaccine to the Government prior to delivery of any doses to USG under this contract, including all exercised options, other than as a result of clinical failure, or serious technical or safety reasons; or

iii. any filing that anticipates Federal bankruptcy protection; and

b. Moderna has submitted an Emergency Use Authorization application under §564 of the FD&C Act or a biologics license application provisions of §351(a) of the Public Health Service Act (PHSA).

2. If both conditions listed in section 1 occur, Moderna, upon the request of the Government, shall provide the following items necessary for the Government to pursue manufacturing of this product vaccine with a third party for exclusive sale to the U.S. Government:

a. a writing evidencing a non-exclusive, nontransferable, irrevocable (except for cause), royalty-free paid-up license to practice or have practiced for or on behalf of the U.S. Government any Moderna Background Patent, Copyright, other Moderna Intellectual Property, Moderna Know-How, Moderna Technical Data rights necessary to manufacture doses of the mRNA-1273 vaccine;

b. necessary FDA regulatory filings or authorizations owned or controlled by Moderna related to this product vaccine and any confirmatory instrument pertaining thereto; and

c. any outstanding Deliverables contemplated or materials purchased under this contract.

3. This remedy will remain available until the end of the contract.

(b) (4) [redacted]

[redacted]

H.12 Transportation to Final Destination

During the course of performance under this contract, the Government may require storage of the filled drug product (FDP) before delivery to the final government location. In these circumstances, the Government will accept FDP at the contractor facility (Origin). The contractor; however, shall continue to be responsible for secure delivery of the vaccine to its final destination as identified on this contract. (b) (4) [redacted]

H.13 Validation of IP/Data

The Parties acknowledge that background intellectual property and technical data assertions have been made and evaluated by the parties. The parties agree that, should additional information relevant to these assertions become available, the parties will reevaluate said assertions as necessary in the future.

H.14 Novation

Upon Moderna, US, Inc.'s registration in the System for Award Management, the Government will, at the Contractor's request, complete a novation of this Contract to recognize Moderna US, Inc. as a counterparty instead of Moderna TX, Inc. This novation will be completed through a modification executed by the Government that identifies Moderna US, Inc. as the contracting party for all purposes as if it had originally executed the Contract.

H.15 Base & Option 1 Delivery Acceleration

In an effort to accelerate production of the mRNA-1273 vaccine, (b) (4) [redacted] within the Option 1 period via a Modification to the contract. If these manufacturing slots are successfully utilized, (b) (4) [redacted] above what was projected by Moderna and assumed within the price per dose for the doses of mRNA-1273 vaccine delivered in the Base Period and Option 1. However, because the Government is funding the additional slots within the Base and Option 1 periods in order to accelerate production, the Government is entitled to an adjustment under the conditions outlined. The Government and Moderna agree to the following:

1. If the Government exercises Option 2 (NLT 15 May):

a. Moderna will reduce the cost of Option 2 by (b) (4) for each successfully accelerated drug product fill under the Base Period (b) (4) and (b) (4) for each successfully accelerated drug product fill under Option 1 (b) (4) [redacted]

2. If the Government does not exercise Option 2 (NLT 15 May):
a. In the event Moderna timely cancels the manufacturing slots and/or is able to otherwise fully utilize the slots originally reserved for production in the Option 2 period, Moderna agrees to credit the Government (b) (4) for (b) (4) and (b) (4) for (b) (4) [redacted]. In no case shall the number of drug product manufacturing slots credited exceed the number of successfully accelerated drug product

manufacturing fills under the Base Period and Option 1. It is understood that Moderna will make all good-faith efforts to fill reserved slots or cancel reservations in a timely manner (i.e. within the time period required by the subcontractor).

b. In the event that Moderna is unable to fill those reserved slots (i.e. due to lack of demand) and cancels slots, Moderna shall be entitled to recoup those reservation cancellation costs from the USG. The process is outlined as follows:

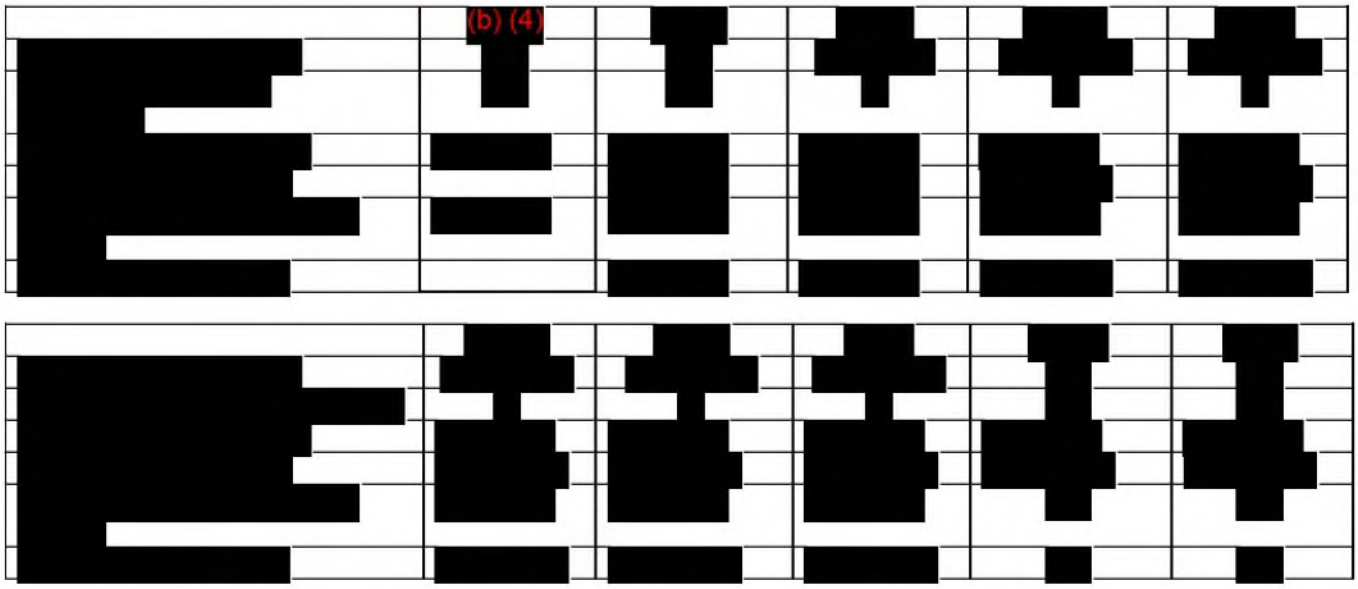
1.) Moderna shall submit documentation to the USG of the following:

i.) Cancellation notice to the subcontractor,
ii.) The basis of the cancellation. and
iii.) Cancellation fees incurred.

2.) Moderna shall reduce credits to the USG under paragraph 2a) of this clause, IAW agreed cancellation costs incurred.

3.) Bi-lateral agreement of the final credit shall be included in a modification to the contract. Net credit shall be deducted from final payments under the contract.

H.16 Delivery Schedule, as revised 11Feb2021 via modification P00004



Moderna confirms that it will provide the USG with the first 300M doses manufactured within its US-based supply chain prior to sale or export, with the exception of doses required for clinical studies. The delivery schedule assumes that Moderna will work to further maximize fill/finish capacity by working with the FDA to increase fill volumes, thus enabling extraction of additional doses from each vial delivered. Both parties acknowledge that resulting revisions to future accounting, invoicing, acceptance and delivery of doses subject to the revised label will be implemented via a subsequent modification.

H.17 Post-Termination Disposition of Undelivered Product

For the avoidance of doubt, if the USG elects to terminate the exercised CLINs prior to acceptance and delivery in full of the required quantities of mRNA-1273, Moderna will be free to direct any unaccepted/undelivered supplies of mRNA-1273 to customers other than the USG, at its discretion, without further obligation of either party with regard

to such unaccepted/undelivered supplies of mRNA-1273. The contract will be bilaterally modified to decrease the quantities by the agreed upon volume.

(b) (4) [redacted]

In order to facilitate projections and invoicing, the Government shall provide or direct a third party (b) (4) to provide to Moderna (1) actual quantities of Moderna (b) (4) with 8.0mL vials during the reporting period; (2) actual quantities of Moderna (b) (4) with 8.0mL vials during the reporting period; and (3) the number of (b) (4) remaining in inventory and available for upcoming shipments. This information will be provided to Moderna at a frequency of at least twice monthly.

For each 8.0mL fill volume (1600mcg) vial of vaccine shipped with (b) (4)

For each 8.0mL fill volume (1600mcg) vial of vaccine shipped with (b) (4)

Both parties acknowledge that the delivery schedule is based on (b) (4) 8.0mL fill volume (1600mcg) vial delivered. In accordance with the agreed approach for invoicing and counting doses toward Moderna's delivery requirement, (b) (4) Specifically for purposes of adhering to the scheduled delivery dates set forth in this contract for the Base Period, Option 1 and Option 2, schedule shall be deemed to have been met once doses are released by Moderna and are available for order.

H.19 Product (b) (4) (as added via P00007)

Specific to CLINs 3001 and 4001, Moderna will deliver to the Government (b) (4)

- mRNA-1273 Primary Series (0.2mg/mL, 100µg, 2-dose)

(b) (4)

All doses delivered in calendar year 2021 will be delivered in multi-dose vials (b) (4)

(b) (4)

(b) (4) [redacted]

The Government and Moderna agree that total monthly delivery quantities for each of CLIN 3001 and 4001 will follow the schedule in the table below. The Government and Moderna also agree on the following points specific to product ordering:

(b) (4) [redacted]

(b) (4) [redacted]

(b) (4) [redacted]

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Document Type	Description	Page #	Date
Exhibit A	CDRLs	15	11 Feb 2021
Attachment 0001	Supply Chain Resiliency Plan for CDRL A010	3	23 July 2020
Attachment 0002	Security Plan	7	23 July 2020
Attachment 0003	Dose Tracking Template Draft Moderna	Excel	15 July 2020
Attachment 0004	Data Rights	3	7 August 2020

Attachment 0005	(b) (4)	2	7 August 2020
Attachment 0006	ModernaTx, Inc. Background Intellectual Property	3	6 August 2020
Attachment 0007	Performance Base Payment Milestone Schedule	1	14 June 2021
Attachment 0008	Performance Base Payment Milestone Billing Plan	16	14 June 2021
Attachment 0009	HRPAS Moderna Letter	1	3 September 2020

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 | 12

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
P00008	16-Jun-2021	SEE SCHEDULE	

6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than item 6)	CODE
ACC-APG - COVID RESPONSE - W58P05 6472 NTEGRITY COURT (BU LDING 4401) ABERDEEN PROVING GROUND MD 21005-3013	W58P05	DEFENSE CONTRACT MANAGEMENT AGENCY DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
MODERNA US, NC. (b) (6) 200 TECHNOLOGY SQ CAMBRIDGE MA 02139-3578		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0100
	X	10B. DATED (SEE ITEM 13) 09-Aug-2020
CODE 8PTM0	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
See Block 14 Continuation Page

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: (b) (6)

See Block 14 Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b) (6)		(b) (4) TEL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b) (6) (Signature of person authorized to sign)	June 16, 2021	BY (b) (6) (Signa	16 June 2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
P00008
OBLIGATION AMOUNT: $0.00

a. The purpose of this modification (P00008) is to:

- Add H.20 Donation of Excess Product and Exhibit B (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties)

b. This modification was requested by the program office to meet the Government's mission requirements.

c. The total contract value and total funded amount remain unchanged.

All other terms and conditions remain unchanged. Please see below for details.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H.1 Key Personnel

Any key personnel specified in this contract are considered to be essential to work performance. At least thirty (30) calendar days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the Contractor is terminated for cause or separates from the Contractor voluntarily with less than thirty (30) calendar-day notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties. The following individuals are determined to be key personnel:

Name	Title
(b) (4)	

H.2 Substitution of Key Personnel

The Contractor agrees to assign to the contract those persons whose resumes/CVs were submitted with the proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.

All requests for substitution must provide a detailed explanation of the circumstance necessitating the proposed substitution, a complete resume for the proposed substitute and any other information requested by the contracting officer to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The contracting officer or authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.

H.3 Disclosure of Information:

Performance under this contract may require the Contractor to access non-public data and information proprietary to a Government agency, another Government Contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except authorized by Government personnel or upon written approval of the CO which the KO will provide in accordance with OWS or other Government policies and/or guidance. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

The Contractor shall comply with all applicable Government requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the Government's rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any law, rule, regulation, court ruling or similar order; for submission to any government entity' for submission to any securities exchange on which the Contractor's (or its parent corporation's) securities may be listed for trading; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions, or other business transactions. The exceptions identified in this paragraph apply to all disclosures under this Section H.3 except to the extent that a disclosure is otherwise prohibited by law.

H.4 Publication and Publicity

The contractor shall not release any reports, manuscripts, press releases, or abstracts about the work being performed under this contract without written notice in advance to the Government.

a. Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published.

b. Unless authorized in writing by the CO, the contractor shall not display the DoD logo including Operating Division or Staff Division logos on any publications.

c. The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies DoD approval or endorsement of the product(s) or service(s) provided.

d. The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

"This project has been funded in whole or in part with Federal funds from the Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority, under Contract Number W911QY-20-C-0100."

H.5 Confidentiality of Information

a. Confidential information, as used in this article, means non-public information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.

e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

f. Contracting Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.

g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

ALL REQUIREMENTS OF THIS SECTION H.5 MUST BE PASSED TO ALL SUB-CONTRACTOR.

H.6 Regulatory Rights

This contract involves supply of a product that requires FDA pre-market approval or clearance before commercial authorization. Contractor is seeking FDA authorization or clearance for the commercialization of mRNA-1273, Moderna vaccine for SARS-CoV-2 Coronavirus (the "Technology"). The Contractor is the Sponsor of the Regulatory Application (an investigational new drug application (IND), investigational device exemption (IDE), emergency use authorization (EUA), new drug application (NDA), biologics license application (BLA), premarket approval application (PMA), or 510(k) pre-market notification filing (510(k)) or another regulatory filing submitted to FDA) for the technology. As the Sponsor of the Regulatory Application to FDA (as the terms "sponsor" and "applicant" are defined or used in at 21 CFR §§3.2(c), 312.5, 600.3(t), 812.2(b), 812 Subpart C, or 814.20), the Contractor has certain standing before the FDA that entitles it to exclusive communications related to the Regulatory Application.

Accordingly, the Contractor and the Government agree to the following:

a. DoD Medical Product Priority. PL 115-92 allows the DoD to request, and FDA to provide, assistance to expedite development of products to diagnose, treat, or prevent serious or life-threatening diseases or conditions facing American military personnel. The contractor recognizes that only the DoD can utilize PL 115-92. As such, the contractor will work proactively with the Government to leverage this law to its maximum potential under this contract. The contractor shall submit Public Law 115-92 Sponsor Authorization Letter that will be delivered to the designated OWS POC(s) within 30 days of award.

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In accordance with the Public Readiness and Emergency Preparedness Act ("PREP Act"), Pub. L. No. 109-148, Division C, Section 2, as amended (codified at 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e), as well as the Secretary of HHS's Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID-19, 85 Fed. Reg. 15198 (Mar. 17, 2020, effective Feb. 4, 2020), and amended on April 15, 2020, 85 Fed. Reg. 21012 (together, the "Prep Act Declaration"):

(i) This Agreement is being entered into for purposes of facilitating the manufacture, testing, development, distribution, administration, and use of "Covered Countermeasures" for responding to the COVID-19 public health emergency, in accordance with Section VI of the PREP Act Declaration;

(ii) Contractor's performance of this Agreement falls within the scope of the "Recommended Activities" for responding to the COVID-19 public health emergency, to the extent it is in accordance with Section III of the PREP Act Declaration; and

(iii) Contractor is a "Covered Person" to the extent it is a person defined in Section V of the PREP Act

Declaration.

Therefore, in accordance with Sections IV and VII of the PREP Act Declaration as well as the PREP Act (42 U.S.C. § 247d-6d), the Department of Defense contracting via assisted acquisition on behalf of the HHS, expressly acknowledges and agrees that the HHS Declaration cited above, specifically its language providing immunity from suit and liability is applicable to this acquisition as long as Contractors activities fall within the terms and conditions of the PREP Act and the PREP Act Declaration.

The Government may not use, or authorize the use of, any products or materials provided under this contract, unless such use occurs in the United States (or a U.S. territory where U.S. law applies such as embassies, military and NATO installations) and is protected from liability under a declaration issued under the PREP Act, or a successor COVID-19 PREP Act Declaration of equal or greater scope. Any use where the application of the PREP Act is in question will be discussed with Moderna prior to use and, if the parties disagree on such use, the dispute will be resolved according to the "Disputes Clause" (52.233-1)

The items and technology covered by this Contract are being developed for both civil and military applications.

[redacted]

H.10 Ensuring Sufficient Supply of the Product

1. In recognition of the Government's significant funding for the development and manufacturing of the product in this contract and the Government's need to provide sufficient quantities of a COVID-19 vaccine to protect the United States population, the Government shall have the remedy described in this section to ensure sufficient supply of the product to meet the needs of the public health or national security. This remedy is not available to the Government unless and until both of the following conditions ((a) and (b)) are met:

a. Moderna gives written notice, required to be submitted to the Government (b) (4) [redacted], of:

(i) any formal management decision to terminate manufacturing of this product vaccine prior to delivery of any doses to USG under this contract, including all exercised options, other than as a result of clinical failure, or serious technical or safety reasons or;

(ii) any formal management decision to discontinue sale of this product vaccine to the Government prior to delivery of any doses to USG under this contract, including all exercised options, other than as a result of clinical failure, or serious technical or safety reasons; or

(iii) any filing that anticipates Federal bankruptcy protection; and

b. Moderna has submitted an Emergency Use Authorization application under §564 of the FD&C Act or a biologics license application provisions of §351(a) of the Public Health Service Act (PHSA).

2. If both conditions listed in section 1 occur, Moderna, upon the request of the Government, shall provide the following items necessary for the Government to pursue manufacturing of this product vaccine with a third party for exclusive sale to the U.S. Government:

a. a writing evidencing a non-exclusive, nontransferable, irrevocable (except for cause), royalty-free paid-up license to practice or have practiced for or on behalf of the U.S. Government any Moderna Background Patent, Copyright, other Moderna Intellectual Property, Moderna Know-How, Moderna Technical Data rights necessary to manufacture doses of the mRNA-1273 vaccine;

b. necessary FDA regulatory filings or authorizations owned or controlled by Moderna related to this product vaccine and any confirmatory instrument pertaining thereto; and

c. any outstanding Deliverables contemplated or materials purchased under this contract.

3. This remedy will remain available until the end of the contract.

(b) (4) [redacted]

[redacted]

H.12 Transportation to Final Destination

During the course of performance under this contract, the Government may require storage of the filled drug product (FDP) before delivery to the final government location. In these circumstances, the Government will accept FDP at the contractor facility (Origin). The contractor; however, shall continue to be responsible for secure delivery of the vaccine to its final destination as identified on this contract. (b) (4) [redacted]

H.13 Validation of IP/Data

The Parties acknowledge that background intellectual property and technical data assertions have been made and evaluated by the parties. The parties agree that, should additional information relevant to these assertions become available, the parties will reevaluate said assertions as necessary in the future.

H.14 Novation

Upon Moderna, US, Inc.'s registration in the System for Award Management, the Government will, at the Contractor's request, complete a novation of this Contract to recognize Moderna US, Inc. as a counterparty instead of Moderna TX, Inc. This novation will be completed through a modification executed by the Government that identifies Moderna US, Inc. as the contracting party for all purposes as if it had originally executed the Contract.

H.15 Base & Option 1 Delivery Acceleration

In an effort to accelerate production of the mRNA-1273 vaccine, (b) (4) [redacted] (b) (4) [redacted] (b) (4) [redacted] (b) (4) [redacted]

(b) (4) within the Option 1 period via a Modification to the contract. If these manufacturing slots are successfully utilized, (b) (4) above what was projected by Moderna and assumed within the price per dose for the doses of mRNA-1273 vaccine delivered in the Base Period and Option 1. However, because the Government is funding the additional slots within the Base and Option 1 periods in order to accelerate production, the Government is entitled to an adjustment under the conditions outlined. The Government and Moderna agree to the following:

1. If the Government exercises Option 2 (NLT 15 May):

a. Moderna will reduce the cost of Option 2 by (b) (4) for each successfully accelerated drug product fill under the Base Period (b) (4) and (b) (4) for each successfully accelerated drug product fill under Option 1 (b) (4)

2. If the Government does not exercise Option 2 (NLT 15 May):
a. In the event Moderna timely cancels the manufacturing slots and/or is able to otherwise fully utilize the slots originally reserved for production in the Option 2 period, Moderna agrees to credit the Government (b) (4) for (b) (4) and (b) (4) for (b) (4). In no case shall the number of drug product manufacturing slots credited exceed the number of successfully accelerated drug product manufacturing fills under the Base Period and Option 1. It is understood that Moderna will make all good-faith efforts to fill reserved slots or cancel reservations in a timely manner (i.e. within the time period required by the subcontractor).

b. In the event that Moderna is unable to fill those reserved slots (i.e. due to lack of demand) and cancels slots, Moderna shall be entitled to recoup those reservation cancellation costs from the USG. The process is outlined as follows:

1.) Moderna shall submit documentation to the USG of the following:

i.) Cancellation notice to the subcontractor,
ii.) The basis of the cancellation. and
iii.) Cancellation fees incurred.

2.) Moderna shall reduce credits to the USG under paragraph 2a) of this clause, IAW agreed cancellation costs incurred.

3.) Bi-lateral agreement of the final credit shall be included in a modification to the contract. Net credit shall be deducted from final payments under the contract.

H.16 Delivery Schedule, as revised 11Feb2021 via modification P00004

(b) (4)

Moderna confirms that it will provide the USG with the first 300M doses manufactured within its US-based supply chain prior to sale or export, with the exception of doses required for clinical studies. The delivery schedule assumes that Moderna will work to further maximize fill/finish capacity by working with the FDA to increase fill volumes, thus enabling extraction of additional doses from each vial delivered. Both parties acknowledge that resulting revisions to future accounting, invoicing, acceptance and delivery of doses subject to the revised label will be implemented via a subsequent modification.

H.17 Post-Termination Disposition of Undelivered Product

For the avoidance of doubt, if the USG elects to terminate the exercised CLINs prior to acceptance and delivery in full of the required quantities of mRNA-1273, Moderna will be free to direct any unaccepted/undelivered supplies of mRNA-1273 to customers other than the USG, at its discretion, without further obligation of either party with regard to such unaccepted/undelivered supplies of mRNA-1273. The contract will be bilaterally modified to decrease the quantities by the agreed upon volume.

(b) (4)

In order to facilitate projections and invoicing, the Government shall provide or direct a third party (b) (4) to provide to Moderna (1) actual quantities of Moderna (b) (4) with 8.0mL vials during the reporting period; (2) actual quantities of Moderna (b) (4) with 8.0mL vials during the reporting period; and (3) the number of (b) (4) remaining in inventory and available for upcoming shipments. This information will be provided to Moderna at a frequency of at least twice monthly.

For each 8.0mL fill volume (1600mcg) vial of vaccine shipped with (b) (4)

For each 8.0mL fill volume (1600mcg) vial of vaccine shipped with (b) (4)

Both parties acknowledge that the delivery schedule is based on (b) (4) 8.0mL fill volume (1600mcg) vial delivered. In accordance with the agreed approach for invoicing and counting doses toward Moderna's delivery requirement, (b) (4) Specifically for purposes of adhering to the scheduled delivery dates set forth in this contract for the Base Period, Option 1 and Option 2, schedule shall be deemed to have been met once doses are released by Moderna and are available for order.

H.19 Product (b) (4) (as added via P00007)

Specific to CLINs 3001 and 4001, Moderna will deliver to the Government (b) (4)

- mRNA-1273 Primary Series (0.2mg/mL, 100µg, 2-dose)

(b) (4)

All doses delivered in calendar year 2021 will be delivered in multi-dose vials (b) (4)

(b) (4)

The Government and Moderna agree that total monthly delivery quantities for each of CLIN 3001 and 4001 will follow the schedule in the table below. The Government and Moderna also agree on the following points specific to product ordering:

(b) (4)

(b) (4)

(b) (4)

H.20 Donation of Excess Product

a. If the Government determines that a quantity of doses of mRNA-1273 supplied to the Government under this contract is no longer needed by the Government, the Government may donate such doses to a foreign nation or non-governmental organization (NGO) facilitating donation to a foreign nation, subject to the remainder of this Clause H.20. The Government shall notify Contractor in writing prior to any proposed donation to a foreign nation or NGO, which notice will include (b) (4)

b. Contractor must verify in writing that all of the required conditions below are met before any such donation is made. (b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

c. The Government's donations will be from supplies of vaccine delivered to and accepted by the Government. To the extent the Government commits to deliver doses that have not yet been physically delivered to the Government, such donation will not occur until such doses have been delivered to the Government. The Government will be responsible for delivery of the donated doses to, and coordination of delivery with, the receiving foreign nation or NGO, as applicable. The Government or the receiving foreign nation or NGO, as applicable, will (i) satisfy all customs shipping requirements for import and export of the product; and (ii) as the exporter, file any required FDA export notifications. To the extent not already provided to the Government, the Contractor will provide all information necessary to complete any requirements identified in this paragraph in advance of shipment.

d. When the conditions above are met for any donation, the Parties will (b) (4)

(b) (4)

f. Shipment of any donated doses under this Article does not constitute a violation of the Defense Production Act.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Document Type	Description	Page #	Date
Exhibit A	CDRLs	15	11 Feb 2021
Exhibit B	Donation of Excess Product	1	16 June 2021
Attachment 0001	Supply Chain Resiliency Plan for CDRL A010	3	23 July 2020
Attachment 0002	Security Plan	7	23 July 2020
Attachment 0003	Dose Tracking Template Draft Moderna	Excel	15 July 2020
Attachment 0004	Data Rights	3	7 August 2020
Attachment 0005	(b) (4)	2	7 August 2020
Attachment 0006	ModernaTx, Inc. Background Intellectual Property	3	6 August 2020
Attachment 0007	Performance Base Payment Milestone Schedule	1	14 June 2021
Attachment 0008	Performance Base Payment Milestone Billing Plan	16	14 June 2021
Attachment 0009	HRPAS Moderna Letter	1	3 September 2020

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
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2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
P00009	16-JUN-2021	SEE SCHEDULE	

6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than item 6)	CODE
ACC-APG - COVID RESPONSE - W58P05 6472 NTEGRITY COURT (BU LDING 4401) ABERDEEN PROVING GROUND MD 21005-3013	W58P05	DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
MODERNA US, NC. (b) (6) 200 TECHNOLOGY SQ CAMBRIDGE MA 02139-3578		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0100
CODE 8PTM0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 09-Aug-2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
See Block 14 Continuation Page

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: (b) (6)
See Block 14 Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b) (6)	(b) (6) TEL: (b) (6) EMAIL: (b) (6)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b) (6) (Signature of person authorized to sign)	June 16, 2021	BY (b) (6) (Signature of Contracting Officer)	June 16, 2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00009

OBLIGATION AMOUNT: $0.00

a. The purpose of this modification (P00009) is to:
   - Update Exhibit B as outlined in clause H.20 with donation information for donation to Canada (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties)

b. This modification was requested by the program office to meet the Government's mission requirements.

c. The total contract value and total funded amount remains unchanged.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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Attachment 0006	ModernaTx, Inc. Background Intellectual Property	3	6 August 2020
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Attachment 0009	HRPAS Moderna Letter	1	3 September 2020

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
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2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
P00010	17-Jun-2021	SEE SCHEDULE	

6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than item 6)	CODE
ACC-APG - COVID RESPONSE - W58P05 6472 NTEGRITY COURT (BU LDING 4401) ABERDEEN PROVING GROUND MD 21005-3013	W58P05	DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
MODERNA US, NC. (b) (6) 200 TECHNOLOGY SQ CAMBRIDGE MA 02139-3578		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0100
	X	10B. DATED (SEE ITEM 13) 09-Aug-2020
CODE 8PTM0	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 14 Continuation Page
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: (b) (6)
See Block 14 Continuation

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b) (6)	(b) (6) TEL: (b) (6) EMAIL: (b) (6)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b) (6) (Signature of person authorized to sign)	June 17,2021	BY (b) (6) (Signature of Contracting Officer)	June 17, 2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
P00010

OBLIGATION AMOUNT: $0.00

a. The purpose of this modification (P00010) is to:
   - Update Exhibit B as outlined in clause H.20 with donation information for donation to Taiwan (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties)

b. This modification was requested by the program office to meet the Government's mission requirements.

c. The total contract value and total funded amount remains unchanged.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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Attachment 0009	HRPAS Moderna Letter	1	3 September 2020

(End of Summary of Changes)

Attachment 0007

Performance Based Payment (PBP) Milestone Schedule

14 June 2021

CLIN	Milestone	Severable / Cumulative	Price	Milestone Completion Verification Method
0001	Capacity and Raw Material Severable Reservation	Severable	$601,400,000	Moderna shall provide: 1) Written confirmation from the CMO network that sufficient capacity has been reserved; and, 2) Written confirmation of reservation of sufficient raw materials along with a manufacturing schedule.
1001			(b) (4)	
2001			(b) (4)	
3001			(b) (4)	
4001			(b) (4)	

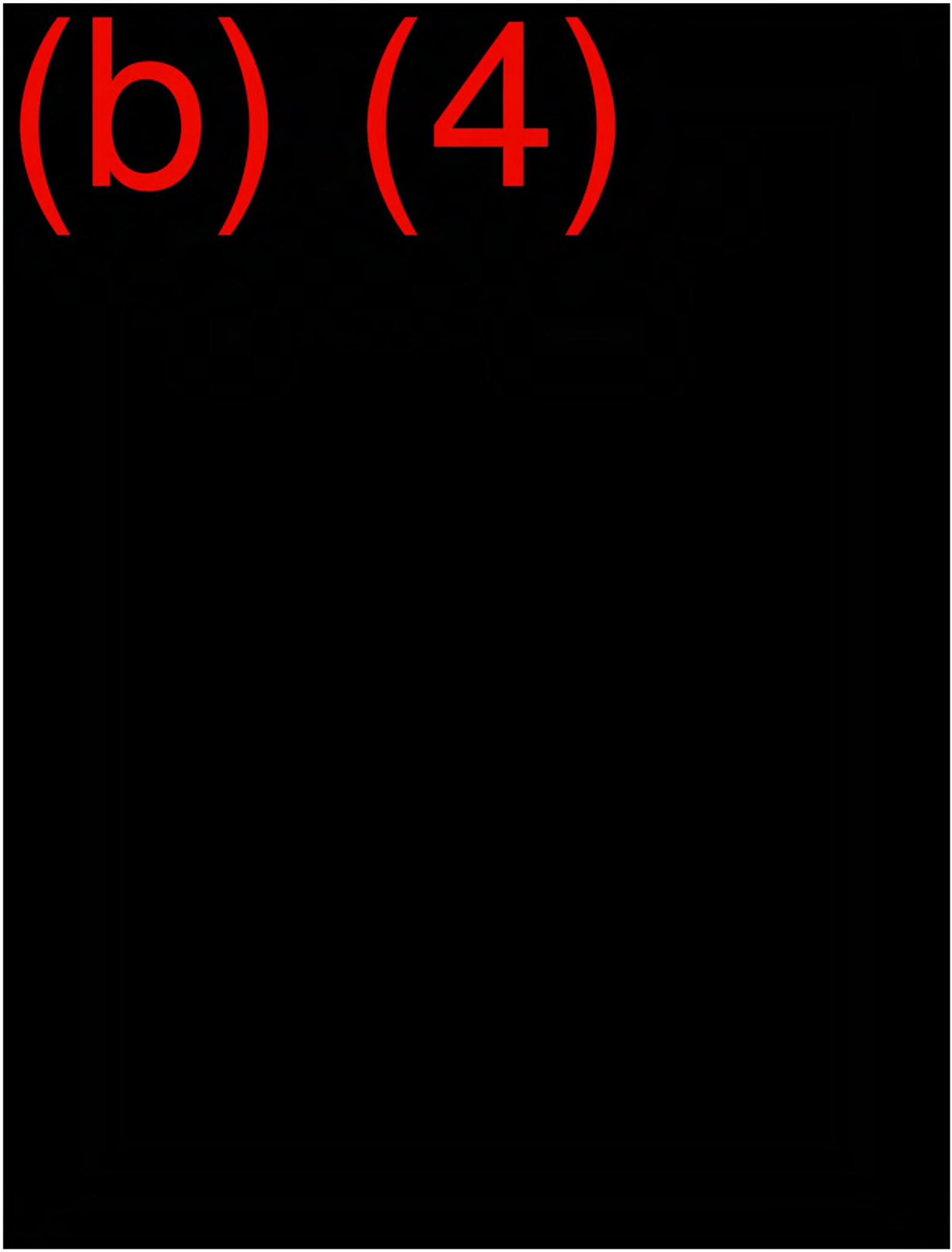
Attachment 0008

Performance Based Payment (PBP) Milestone Billing Plan

14 June 2021

Pages 16


(b) (4)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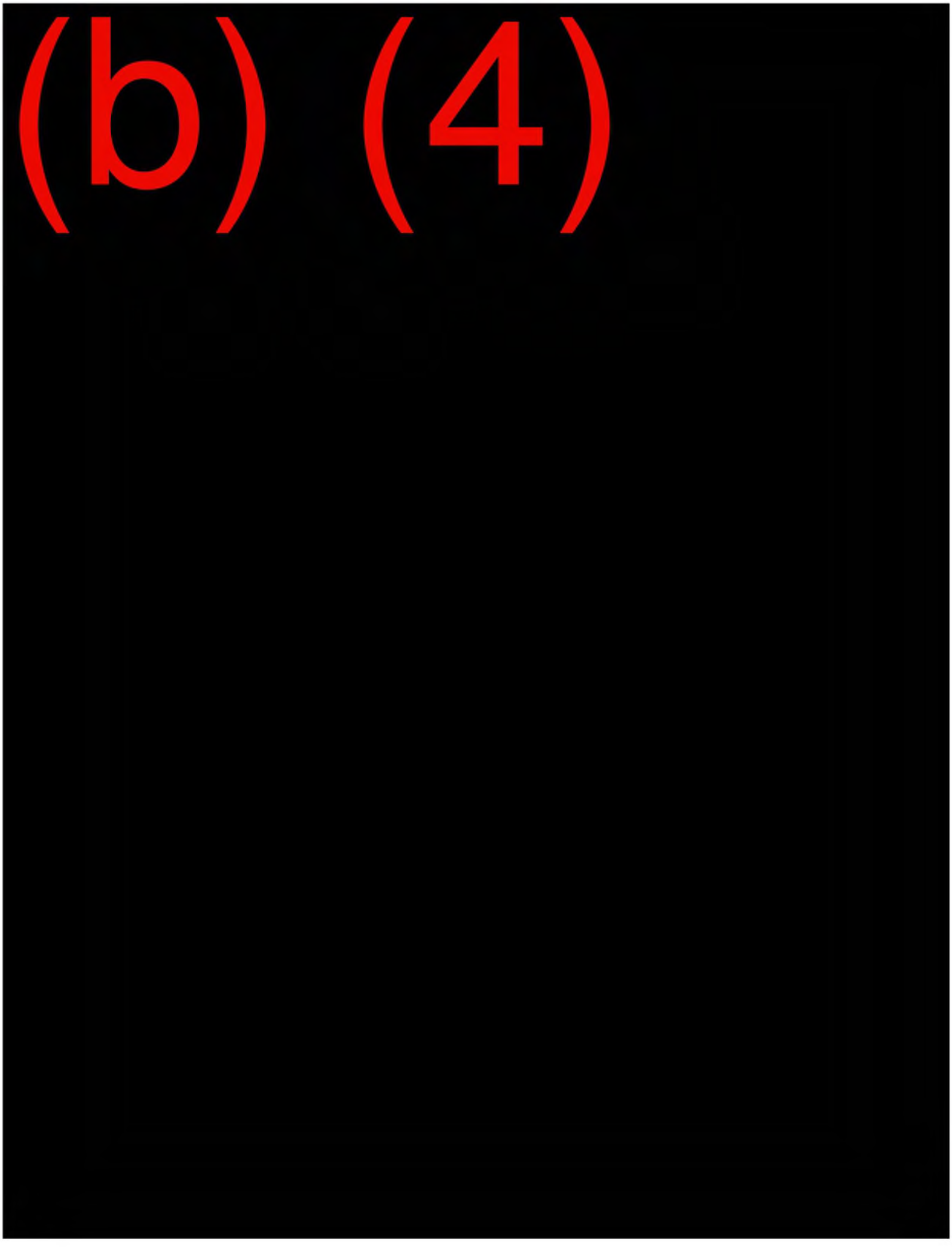
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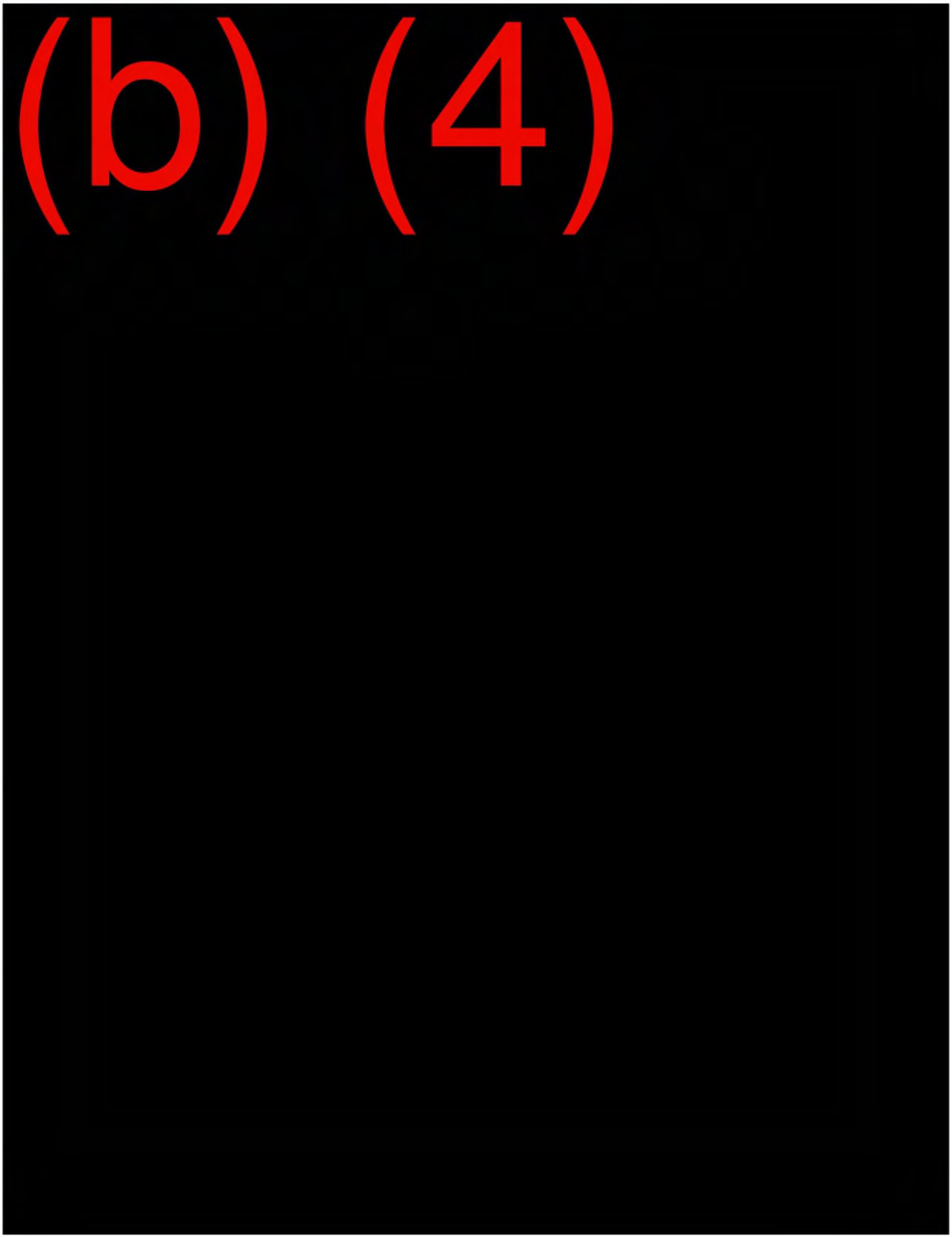
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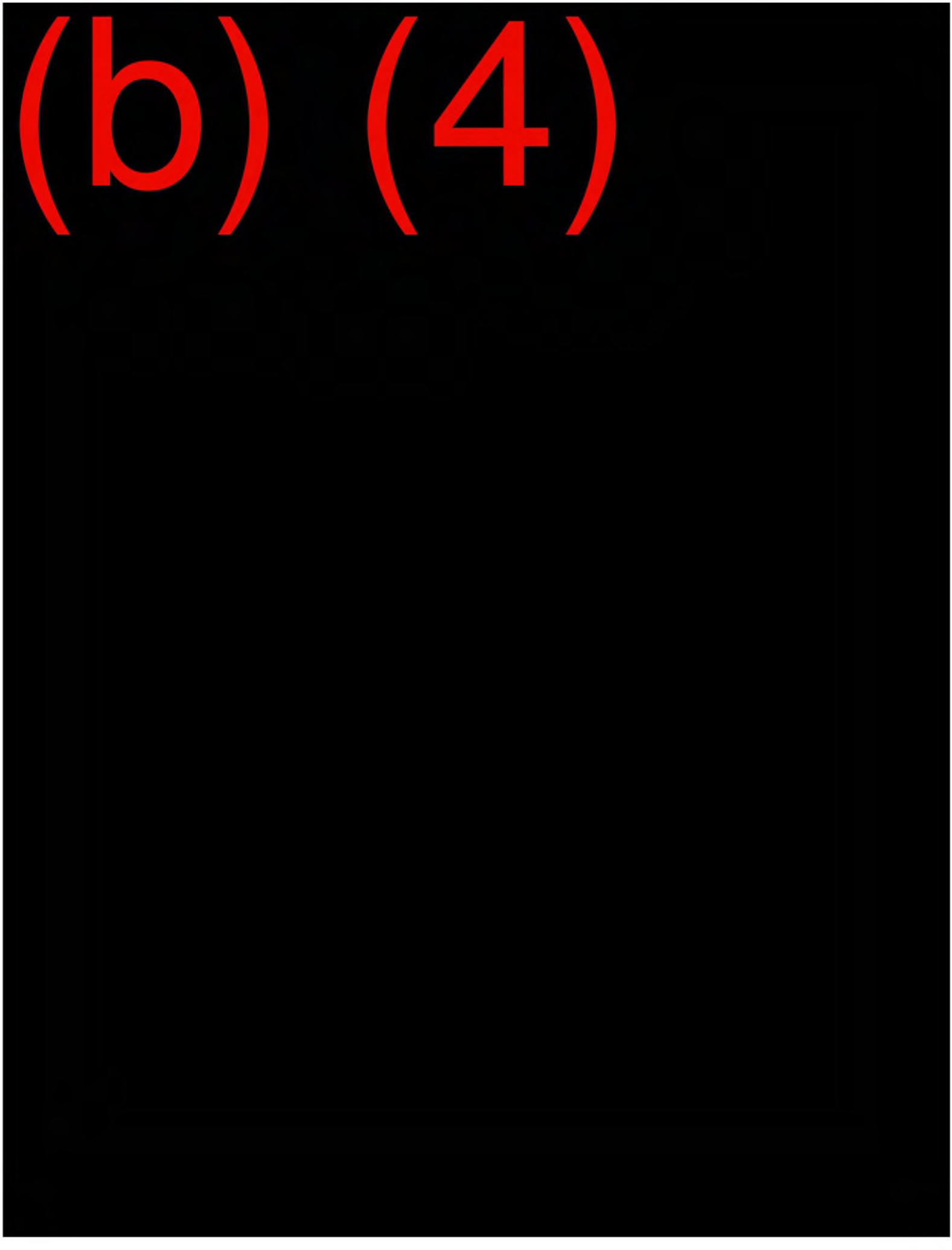
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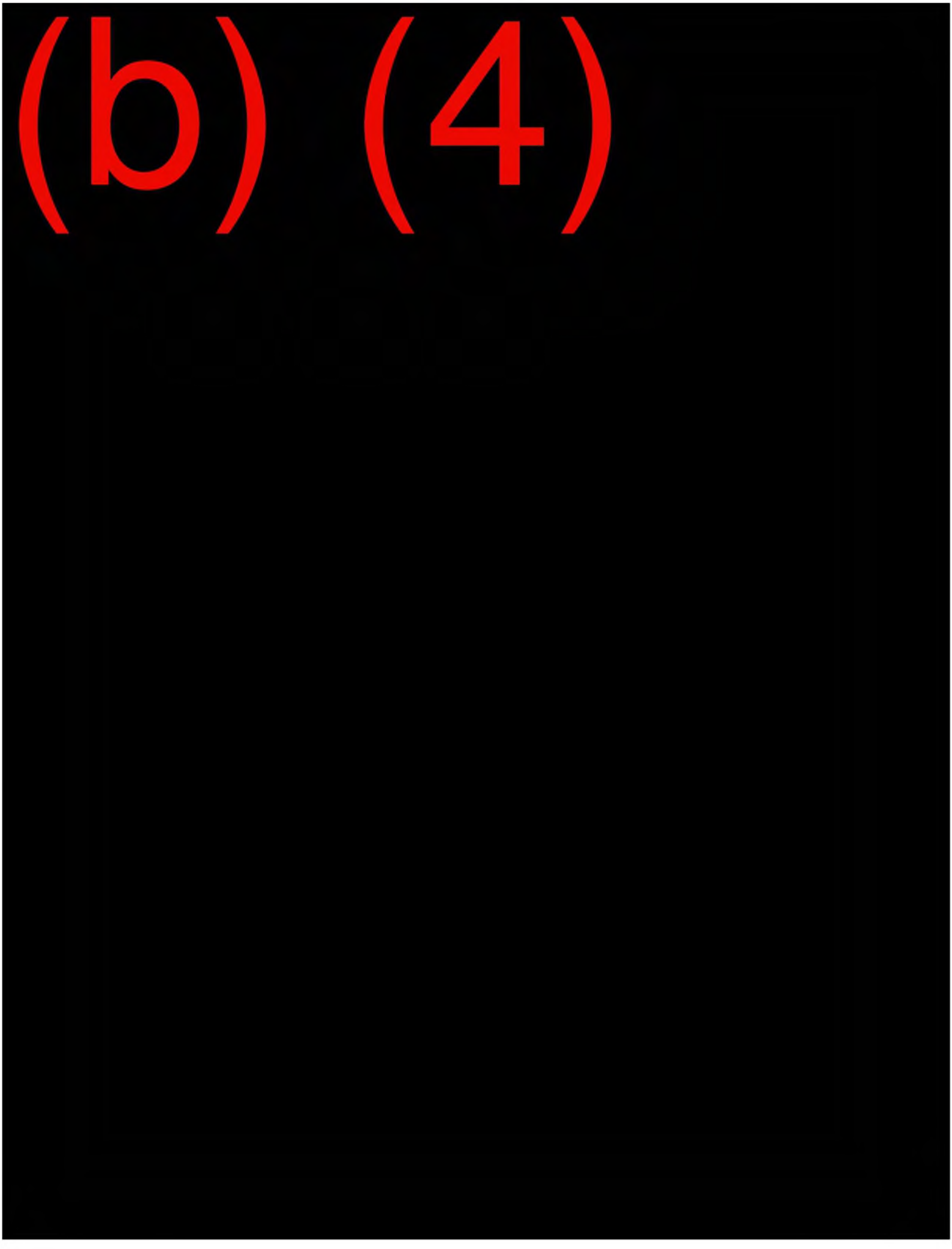
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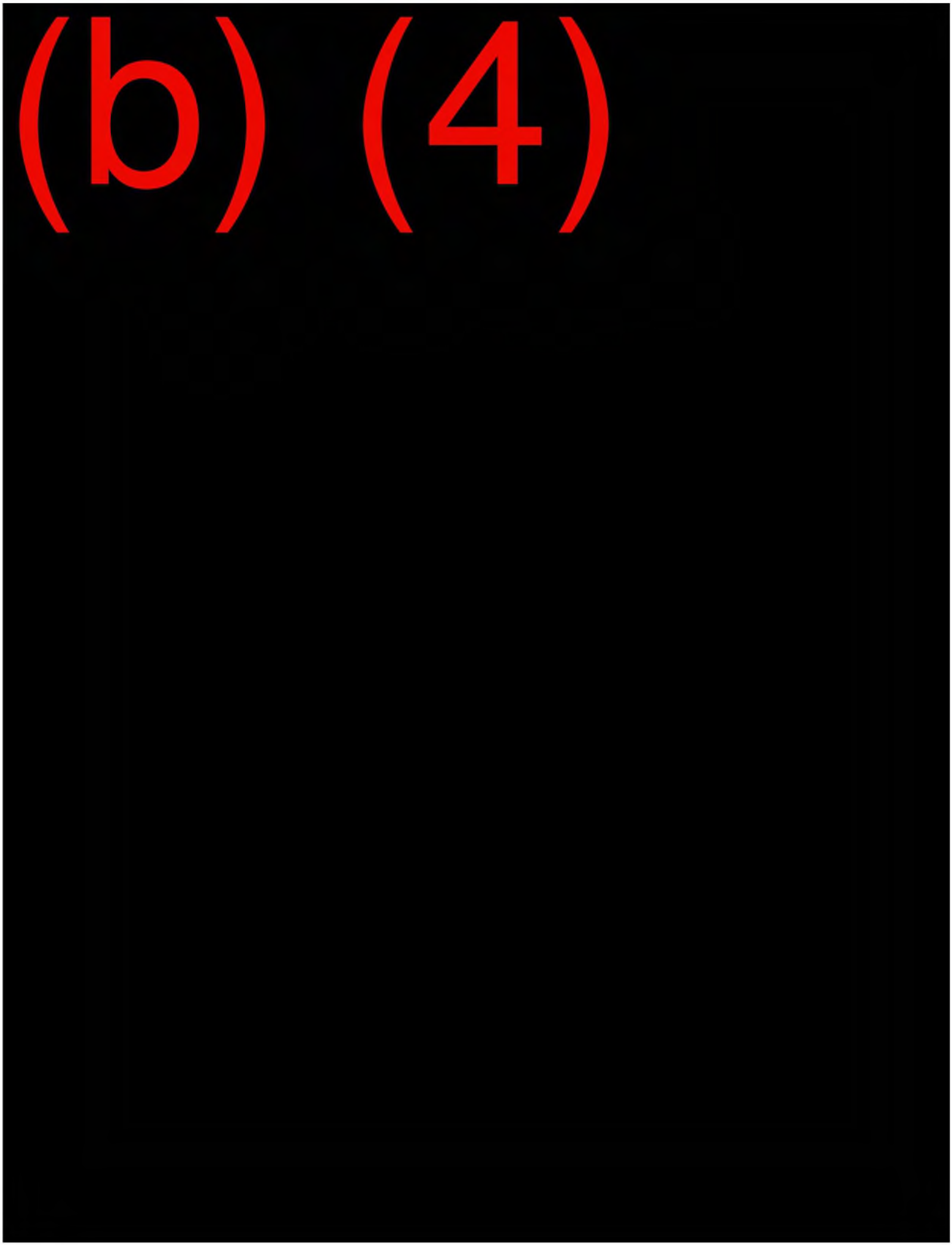
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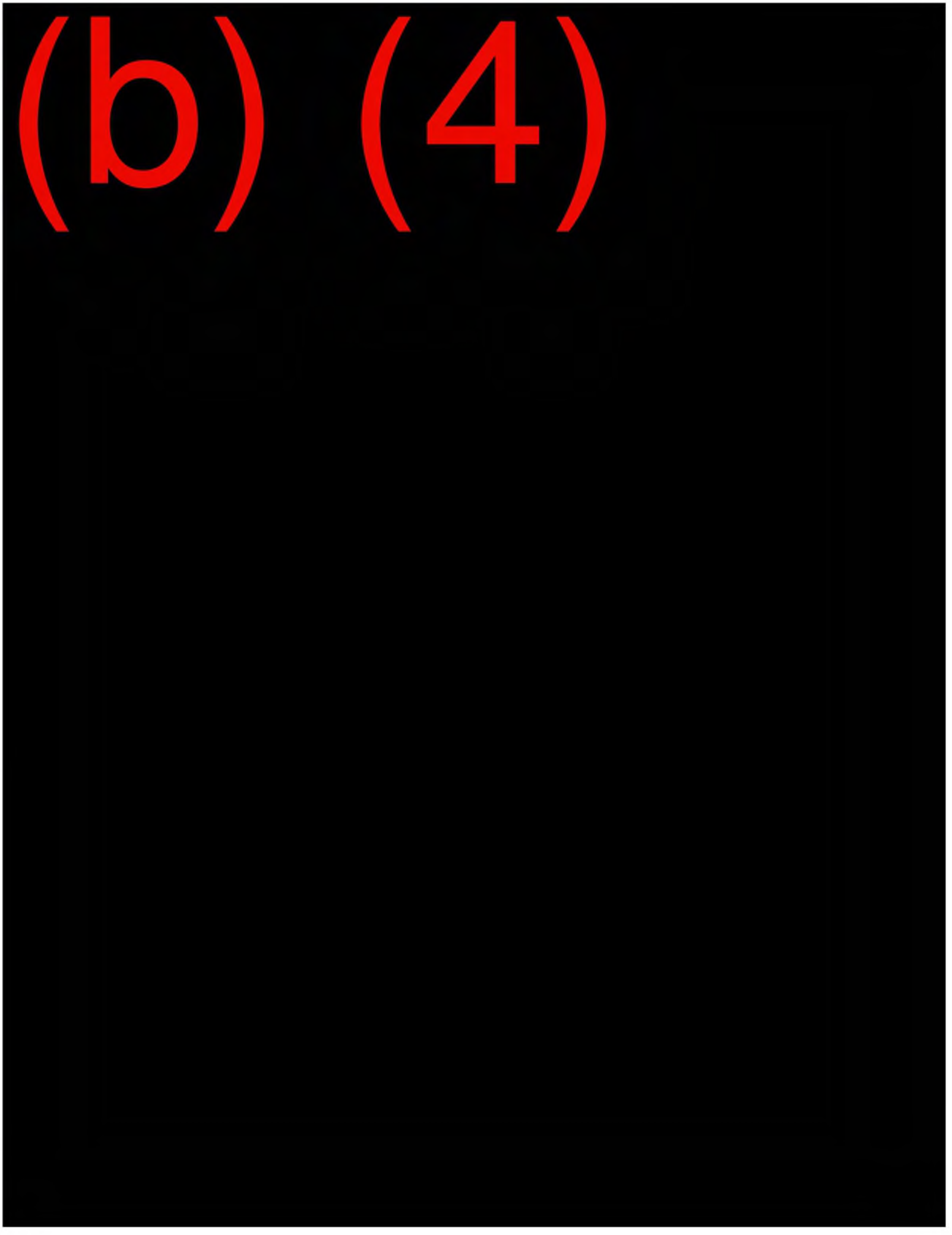
(b) (4)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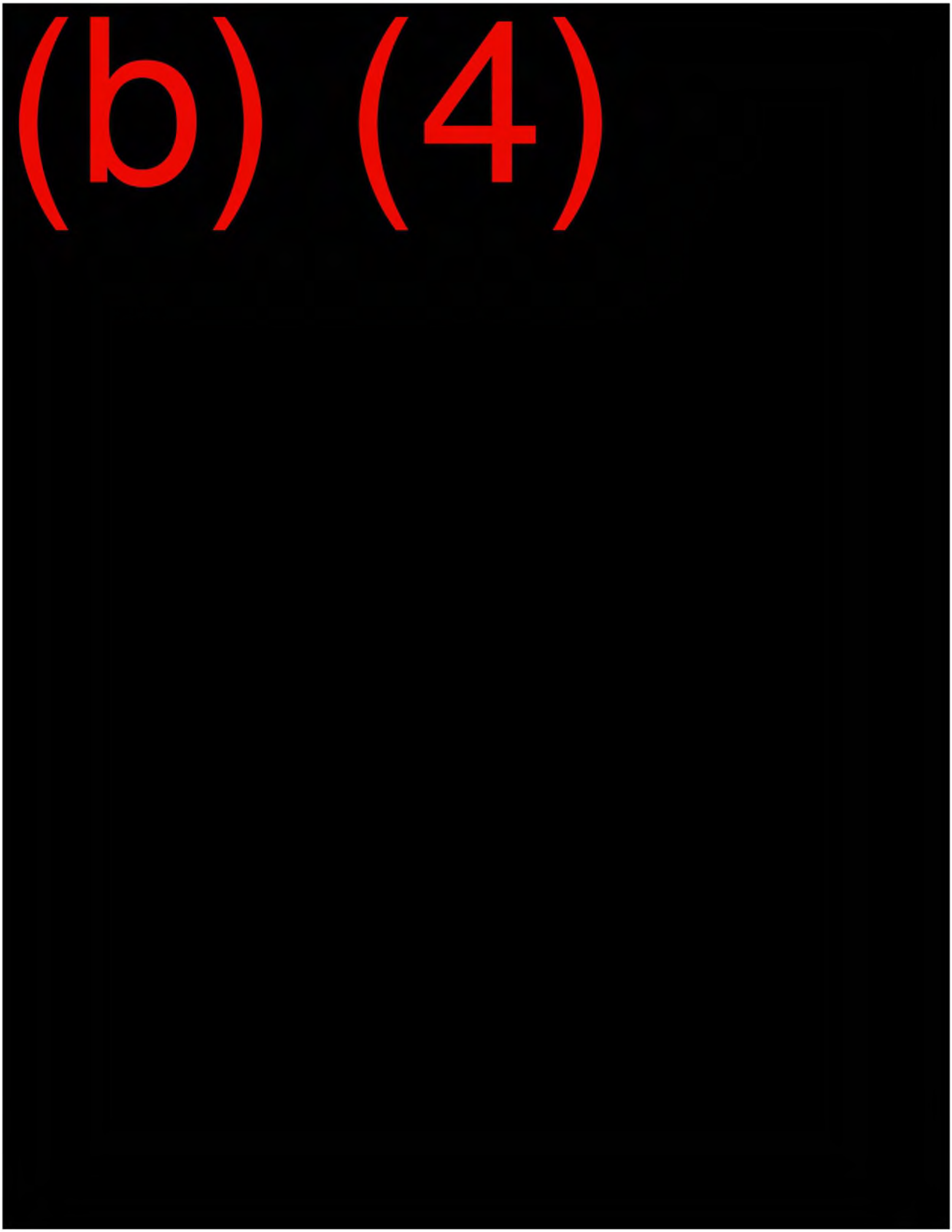
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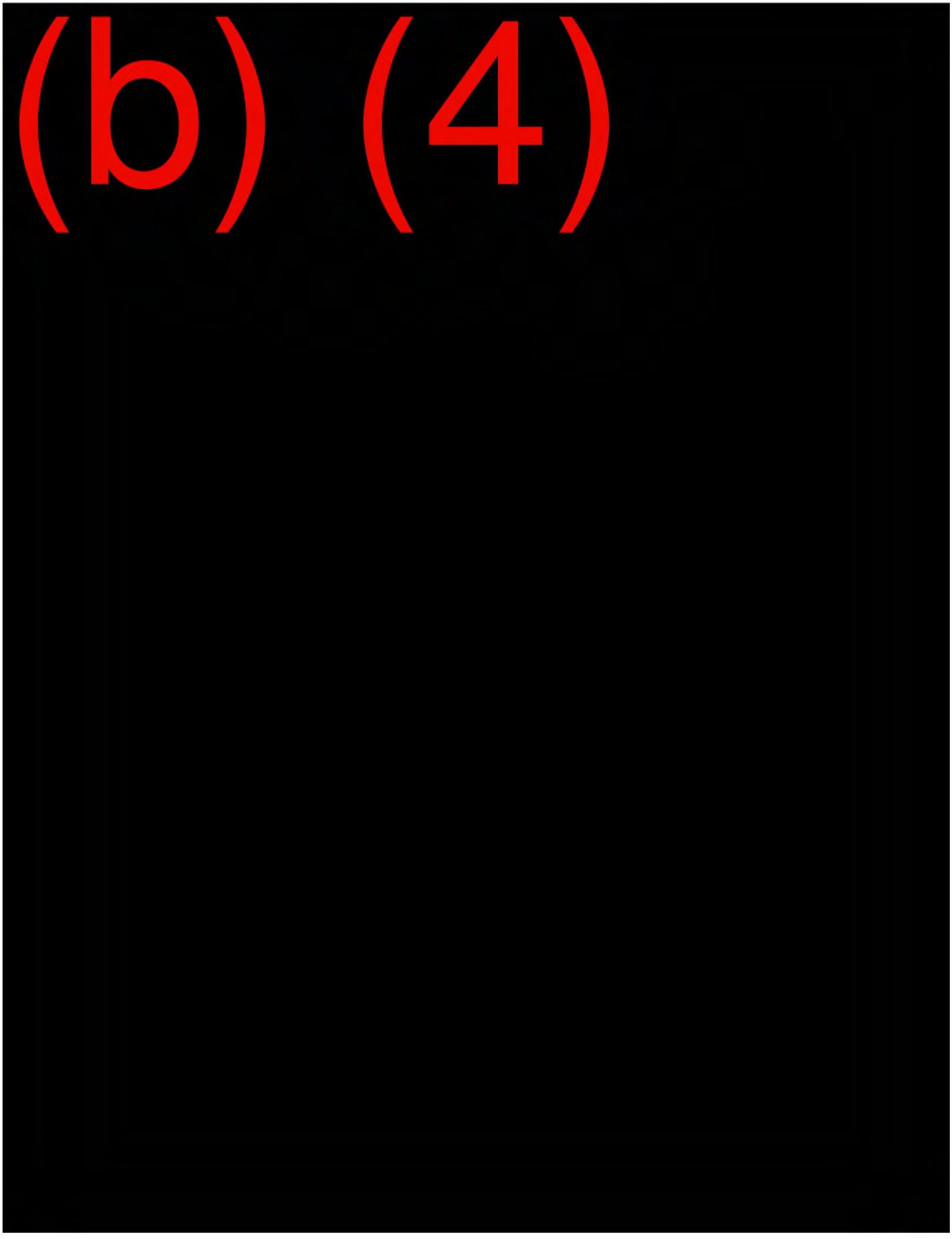
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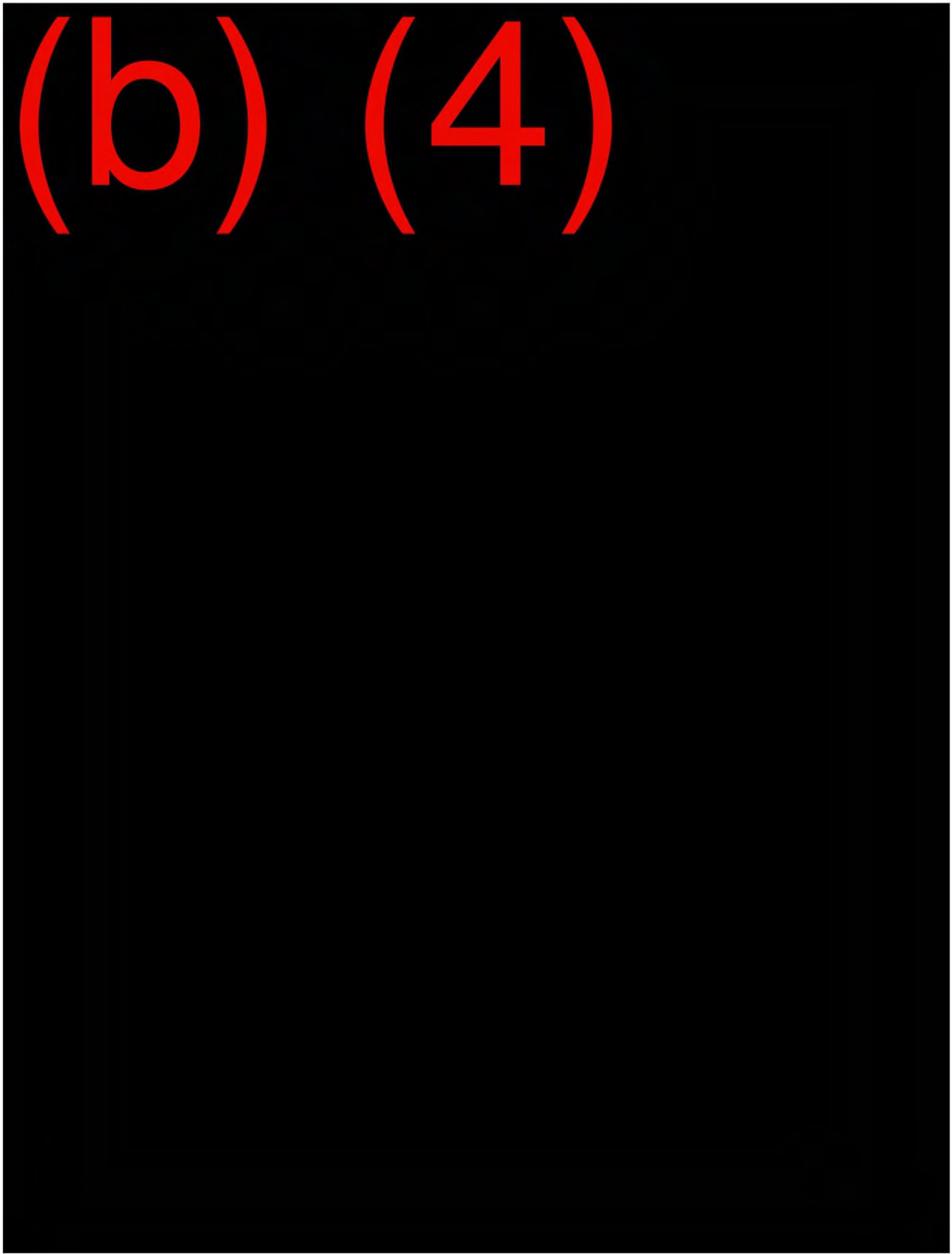
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Exhibit B - Donation of Excess Product

As of 16 June 2021

Country	Mod No	Batch	Exp Date	COVID Vaccine Type	DS Source	Fill Finish Site	Dose Total

Exhibit B - Donation of Excess

Product As of 16 June 2021

Country	Mod No	Batch	Exp Date	COVID Vaccine Type	DS Source	Fill Finish Site	Dose Total
Canada	P00009	(b) (4)	(b) (4)	mRNA-1273 (b) (4)	(b) (4)	(b) (4)	1,000,020

Exhibit B - Donation of Excess Product

As of 17 June 2021

Recipient	Mod No	Batch	Exp Date	COVID Vaccine Type	DS Source	Fill Finish Site	Dose Total
Canada	P00009	(b) (4)	(b) (4)	mRNA-1273 (b) (4)	(b) (4)	(b) (4)	1,000,020
Taiwan	P00010	(b) (4)	(b) (4)	mRNA-1273 (b) (4)	(b) (4)	(b) (4)	960,680
Taiwan	P00010	(b) (4)	(b) (4)	mRNA-1273 (b) (4)	(b) (4)	(b) (4)	955,780
Taiwan	P00010	(b) (4)	(b) (4)	mRNA-1273 (b) (4)	(b) (4)	(b) (4)	333,620

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00011	01-Jul-2021	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
ACC-APG - COVID RESPONSE - W58P05 6472 INTEGRITY COURT (BUILDING 4401) ABERDEEN PROVING GROUND MD 21005-3013	W58P05	DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
MODERNA US, INC. HAMILTON BENNETT 200 TECHNOLOGY SQ CAMBRIDGE MA 02139-3578		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0100
CODE 8PTM0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 09-Aug-2020

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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 14 Continuation Page
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: hroyw aw 2124

See Block 14 Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Stephen Hoge, President	Hillary S. Roy Contracting Officer TEL: 256-876-9316 EMAIL: hillary.s.roy.civ@mail.mil

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	July 1,2021	BY Hillary S. Roy Digitally signed by ROY.HILLARY.S.1391063903 Date: 2021.07.02 08:25:17 -05'00' (Signature of Contracting Officer)	07/02/2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00011

OBLIGATION AMOUNT: $0.00

a. The purpose of this modification (P00011) is to:
   - Update language in H.16 to remove the requirement to deliver 300M doses prior to sale or export (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties).
   - Update Exhibit B as outlined in clause H.20 with donation information for multiple recipients identified within the past 10 business days (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties).
   - Update language in H.20(d) to reflect current operating procedures (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties).

b. The modification was requested by the program office to meet the Government's mission requirements.
c. The total contract value and total funded amount remains unchanged.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H.1 Key Personnel

Any key personnel specified in this contract are considered to be essential to work performance. At least thirty (30) calendar days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the Contractor is terminated for cause or separates from the Contractor voluntarily with less than thirty (30) calendar-day notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties. The following individuals are determined to be key personnel:

Name	Title
Juan Andres	Chief Technical Operations and Quality Officer
Hamilton Bennett	Director, Program Lead, Infectious Diseases
Paul Granadillo	Head, Supply Chain
Scott Nickerson	SVP, US Manufacturing
Jennifer White	SVP, Global Quality

Catherine Quintero	Sr. Director, CMC Strategic Operations
Bankim Patel	Sr. Director, Facilities & Engineering

H.2 Substitution of Key Personnel

The Contractor agrees to assign to the contract those persons whose resumes/CVs were submitted with the proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.

All requests for substitution must provide a detailed explanation of the circumstance necessitating the proposed substitution, a complete resume for the proposed substitute and any other information requested by the contracting officer to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The contracting officer or authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.

H.3 Disclosure of Information:

Performance under this contract may require the Contractor to access non-public data and information proprietary to a Government agency, another Government Contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except authorized by Government personnel or upon written approval of the CO which the KO will provide in accordance with OWS or other Government policies and/or guidance. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

The Contractor shall comply with all applicable Government requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the Government's rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any law, rule, regulation, court ruling or similar order; for submission to any government entity' for submission to any securities exchange on which the Contractor's (or its parent corporation's) securities may be listed for trading; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions, or other business transactions. The exceptions identified in this paragraph apply to all disclosures under this Section H.3 except to the extent that a disclosure is otherwise prohibited by law.

H.4 Publication and Publicity

The contractor shall not release any reports, manuscripts, press releases, or abstracts about the work being performed under this contract without written notice in advance to the Government.

a. Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published.

b. Unless authorized in writing by the CO, the contractor shall not display the DoD logo including Operating Division or Staff Division logos on any publications.

c. The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies DoD approval or endorsement of the product(s) or service(s) provided.

d. The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

"This project has been funded in whole or in part with Federal funds from the Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority, under Contract Number W911QY-20-C-0100."

H.5 Confidentiality of Information

a. Confidential information, as used in this article, means non-public information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.

e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

f. Contracting Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.

g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

ALL REQUIREMENTS OF THIS SECTION H.5 MUST BE PASSED TO ALL SUB-CONTRACTOR.

H.6 Regulatory Rights

This contract involves supply of a product that requires FDA pre-market approval or clearance before commercial authorization. Contractor is seeking FDA authorization or clearance for the commercialization of mRNA-1273, Moderna vaccine for SARS-CoV-2 Coronavirus (the "Technology"). The Contractor is the Sponsor of the Regulatory Application (an investigational new drug application (IND), investigational device exemption (IDE), emergency use authorization (EUA), new drug application (NDA), biologics license application (BLA), premarket approval application (PMA), or 510(k) pre-market notification filing (510(k)) or another regulatory filing submitted to FDA) for the technology. As the Sponsor of the Regulatory Application to FDA (as the terms "sponsor" and

"applicant" are defined or used in at 21 CFR §§3.2(c), 312.5, 600.3(t), 812.2(b), 812 Subpart C, or 814.20), the Contractor has certain standing before the FDA that entitles it to exclusive communications related to the Regulatory Application.

Accordingly, the Contractor and the Government agree to the following:

a. DoD Medical Product Priority. PL 115-92 allows the DoD to request, and FDA to provide, assistance to expedite development of products to diagnose, treat, or prevent serious or life-threatening diseases or conditions facing American military personnel. The contractor recognizes that only the DoD can utilize PL 115-92. As such, the contractor will work proactively with the Government to leverage this law to its maximum potential under this contract. The contractor shall submit Public Law 115-92 Sponsor Authorization Letter that will be delivered to the designated OWS POC(s) within 30 days of award.

b. Rights of Reference. The U.S. Government will be granted a right of reference as that term is defined in 21 C.F.R. § 314.3(b) (or any successor rule) to any Regulatory Application submitted in support of the Technology, solely for use to develop medical countermeasures (MCM) to the material threats listed on Attachment 0005. When it desires to exercise this right, the U.S. Government agrees to notify Contractor in writing describing the request along with sufficient details for Contractor to evaluate the request, and Moderna will not unreasonably decline to generate and provide a mutually agreeable letter of cross-reference for the U.S. Government to file with the appropriate FDA office. The parties agree that it will not be unreasonable for Contractor to decline to provide the U.S. Government letter of cross-reference if Contractor at the time of such request is conducting a program for the research and development of an mRNA product directed to the threat for which the U.S. Government is requesting the right of reference. The U.S. Government will also be granted a right of reference to any Regulatory Application submitted in support of the Technology, solely for use to develop the Technology, if Moderna is required to provide the Government with access to the Technology under Section H.10. When it desires to exercise this right, the U.S. Government agrees to notify Moderna in writing describing the request along with sufficient details for Moderna to generate a letter of cross-reference for the U.S. Government to file with the appropriate FDA office. The U.S. Government agrees that in all cases such letters of cross-reference may contain reporting requirements to enable Moderna to comply with its own pharmacovigilance reporting obligations to the FDA and other regulatory agencies. Nothing in this paragraph alters the U.S. Government's data rights as articulated in other provisions of the contract.

H.7 Performance Based Payment Liquidated under Termination

Performance Based Payments (PBPs) have been authorized as a method of financing under this contract. In the event the Moderna's mRNA-1273 COVID Vaccine is unsuccessful in its bid to obtain EUA or FDA approval, the Government may issue a Termination for Convenience (T4C) in whole or in part, on this contract. Upon notice of a T4C, the contractor shall submit a termination settlement proposal, IAW FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price).

H.8 Public Readiness and Emergency Preparedness (PREP) Act:

In accordance with the Public Readiness and Emergency Preparedness Act ("PREP Act"), Pub. L. No. 109-148, Division C, Section 2, as amended (codified at 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e), as well as the Secretary of HHS's Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID-19, 85 Fed. Reg. 15198 (Mar. 17, 2020, effective Feb. 4, 2020), and amended on April 15, 2020, 85 Fed. Reg. 21012 (together, the "Prep Act Declaration"):

(i) This Agreement is being entered into for purposes of facilitating the manufacture, testing, development, distribution, administration, and use of "Covered Countermeasures" for responding to the COVID-19 public health emergency, in accordance with Section VI of the PREP Act Declaration;

(ii) Contractor's performance of this Agreement falls within the scope of the "Recommended Activities" for responding to the COVID-19 public health emergency, to the extent it is in accordance with Section III of the PREP Act Declaration; and

(iii) Contractor is a "Covered Person" to the extent it is a person defined in Section V of the PREP Act

Declaration.

Therefore, in accordance with Sections IV and VII of the PREP Act Declaration as well as the PREP Act (42 U.S.C. § 247d-6d), the Department of Defense contracting via assisted acquisition on behalf of the HHS, expressly acknowledges and agrees that the HHS Declaration cited above, specifically its language providing immunity from suit and liability is applicable to this acquisition as long as Contractors activities fall within the terms and conditions of the PREP Act and the PREP Act Declaration.

The Government may not use, or authorize the use of, any products or materials provided under this contract, unless such use occurs in the United States (or a U.S. territory where U.S. law applies such as embassies, military and NATO installations) and is protected from liability under a declaration issued under the PREP Act, or a successor COVID-19 PREP Act Declaration of equal or greater scope. Any use where the application of the PREP Act is in question will be discussed with Moderna prior to use and, if the parties disagree on such use, the dispute will be resolved according to the "Disputes Clause" (52.233-1)

The items and technology covered by this Contract are being developed for both civil and military applications.

H.9 Most Favored Nation Clause

(i) Due to the exceptional and unprecedented nature of the COVID-19 threat to global public health, as well as the investments made towards the development of a safe and effective vaccine against COVID-19, Moderna agrees that it will not at any time to March 31, 2022 sell any COVID-19 vaccine supplied to the Government under this Agreement to any nation that is a member of the Group of Seven plus Switzerland ("Covered Nation") at a lower price than the prices set forth in this contract.

(ii) If, at any time prior to March 31, 2022, Moderna enters into any agreement with a Covered Nation to sell COVID-19 vaccine (mRNA-1273) doses at a price lower than the price currently paid by the U.S. Government for the same COVID-19 vaccine doses under this contract, Moderna shall provide notice within 30 days to the U.S. Government and the U.S. Government may elect, at its discretion, to receive the benefit of this provision and receive COVID-19 vaccine doses at that lower price.

(iii) Upon any such election by the U.S. Government, this contract shall be deemed to have been amended and modified such that, from the date on which the more favorable pricing was first provided to any Covered Nation (the "Amended Pricing Effective Date"), the U.S. Government will receive that lower price for all orders of COVID-19 vaccine doses following that Amended Pricing Effective Date.

(iv) Any price reductions provided hereunder are not intended as an inducement or reward for any procurement or purchasing decisions by the U.S. Government of any Moderna product.

H.10 Ensuring Sufficient Supply of the Product

1. In recognition of the Government's significant funding for the development and manufacturing of the product in this contract and the Government's need to provide sufficient quantities of a COVID-19 vaccine to protect the United States population, the Government shall have the remedy described in this section to ensure sufficient supply of the product to meet the needs of the public health or national security. This remedy is not available to the Government unless and until both of the following conditions ((a) and (b)) are met:

a. Moderna gives written notice, required to be submitted to the Government no later than 15 business days, of:

(i) any formal management decision to terminate manufacturing of this product vaccine prior to delivery of any doses to USG under this contract, including all exercised options, other than as a result of clinical failure, or serious technical or safety reasons or;

(ii) any formal management decision to discontinue sale of this product vaccine to the Government prior to delivery of any doses to USG under this contract, including all exercised options, other than as a result of clinical failure, or serious technical or safety reasons; or

(iii) any filing that anticipates Federal bankruptcy protection; and

b. Moderna has submitted an Emergency Use Authorization application under §564 of the FD&C Act or a biologics license application provisions of §351(a) of the Public Health Service Act (PHSA).

2. If both conditions listed in section 1 occur, Moderna, upon the request of the Government, shall provide the following items necessary for the Government to pursue manufacturing of this product vaccine with a third party for exclusive sale to the U.S. Government:

a. a writing evidencing a non-exclusive, nontransferable, irrevocable (except for cause), royalty-free paid-up license to practice or have practiced for or on behalf of the U.S. Government any Moderna Background Patent, Copyright, other Moderna Intellectual Property, Moderna Know-How, Moderna Technical Data rights necessary to manufacture doses of the mRNA-1273 vaccine;

b. necessary FDA regulatory filings or authorizations owned or controlled by Moderna related to this product vaccine and any confirmatory instrument pertaining thereto; and

c. any outstanding Deliverables contemplated or materials purchased under this contract.

3. This remedy will remain available until the end of the contract.

H.11 Stop-Work Request for Equitable Adjustment (REA)

This contract is issued under the Operation Warp Speed (OWS) initiative in response to the National Emergency resulting from the spread of the COVID-19 virus. In consideration of the expedited award and performance under this contract, the Government concurs with a reduction of the stop work period under FAR 52.242-15 not to exceed 30 days. In the event that the Government issues a Stop Work Order IAW 52.242-15 and the contractor continues to work, the contractor shall not be entitled to an equitable adjustment by the government.

H.12 Transportation to Final Destination

During the course of performance under this contract, the Government may require storage of the filled drug product (FDP) before delivery to the final government location. In these circumstances, the Government will accept FDP at the contractor facility (Origin). The contractor; however, shall continue to be responsible for secure delivery of the vaccine to its final destination as identified on this contract. Regardless of where acceptance occurs, risk of loss of or damage to supplies shall remain with the contractor until delivery of FDP to a government facility.

H.13 Validation of IP/Data

The Parties acknowledge that background intellectual property and technical data assertions have been made and evaluated by the parties. The parties agree that, should additional information relevant to these assertions become available, the parties will reevaluate said assertions as necessary in the future.

H.14 Novation

Upon Moderna, US, Inc.'s registration in the System for Award Management, the Government will, at the Contractor's request, complete a novation of this Contract to recognize Moderna US, Inc. as a counterparty instead of Moderna TX, Inc. This novation will be completed through a modification executed by the Government that identifies Moderna US, Inc. as the contracting party for all purposes as if it had originally executed the Contract.

H.15 Base & Option 1 Delivery Acceleration

In an effort to accelerate production of the mRNA-1273 vaccine, the Government agrees to fund eight additional drug product manufacturing slots (including fill, pack and label) within the Base Period and ten drug product manufacturing slots within the Option 1 period via a Modification to the contract. If these manufacturing slots are successfully utilized, there will be up to 18 drug manufacturing slots funded above what was projected by Moderna and assumed within the price per dose for the doses of mRNA-1273 vaccine delivered in the Base Period and Option 1. However, because the Government is funding the additional slots within the Base and Option 1 periods in order to accelerate production, the Government is entitled to an adjustment under the conditions outlined. The Government and Moderna agree to the following:

1. If the Government exercises Option 2 (NLT 15 May):

a. Moderna will reduce the cost of Option 2 by $1,051,000 for each successfully accelerated drug product fill under the Base Period (limited to the eight additional slots) and $819,000 for each successfully accelerated drug product fill under Option 1 (limited to the ten additional slots).

2. If the Government does not exercise Option 2 (NLT 15 May):
a. In the event Moderna timely cancels the manufacturing slots and/or is able to otherwise fully utilize the slots originally reserved for production in the Option 2 period, Moderna agrees to credit the Government $1,051,000 for each of the eight slots and $819,000 for each of the ten slots that Moderna utilizes. In no case shall the number of drug product manufacturing slots credited exceed the number of successfully accelerated drug product manufacturing fills under the Base Period and Option 1. It is understood that Moderna will make all good-faith efforts to fill reserved slots or cancel reservations in a timely manner (i.e. within the time period required by the subcontractor).

b. In the event that Moderna is unable to fill those reserved slots (i.e. due to lack of demand) and cancels slots, Moderna shall be entitled to recoup those reservation cancellation costs from the USG. The process is outlined as follows:

1.) Moderna shall submit documentation to the USG of the following:

i.) Cancellation notice to the subcontractor,
ii.) The basis of the cancellation. and
iii.) Cancellation fees incurred.

2.) Moderna shall reduce credits to the USG under paragraph 2a) of this clause, IAW agreed cancellation costs incurred.

3.) Bi-lateral agreement of the final credit shall be included in a modification to the contract. Net credit shall be deducted from final payments under the contract.

H.16 Delivery Schedule, as revised 11Feb2021 via modification P00004

	Dec 20	**Jan 21**	**Feb 21**	**Mar 21**	**Apr 21**
Moderna Accelerated Plan	N/A	N/A	74,695,355	118,088,705	162,826,580
Fill/Finish Required for Accelerated	N/A	N/A	37	39	40
Original Delivery Schedule	15,000,000	22,000,000	30,000,000	33,000,000	33,200,000
Running Count - Original		37,000,000	67,000,000	100,000,000	133,200,000
Accelerated Plan per Month – Revised	12,628,700	21,156,350	**40,910,305**	**43,393,350**	**44,737,875**
Running Count - Revised		33,785,050	74,695,355	118,088,705	162,826,580

	May 21	**Jun 21**	**Jul 21**	**Aug 21**	**Sep 21**
Moderna Accelerated Plan	212,817,430	261,142,980	309,147,755	N/A	N/A

Fill/Finish Required for Accelerated	39	39	40	N/A	N/A
Original Delivery Schedule	33,400,000	33,400,000	33,400,000	33,400,000	33,200,000
Running Count - Original	166,600,000	200,000,000	233,400,000	266,800,000	300,000,000
Accelerated Plan per Month – Revised	**49,990,850**	**48,325,550**	**38,857,020**	N/A	N/A
Running Count - Revised	212,817,430	261,142,980	300,000,000	N/A	N/A

The delivery schedule assumes that Moderna will work to further maximize fill/finish capacity by working with the FDA to increase fill volumes, thus enabling extraction of additional doses from each vial delivered.

H.17 Post-Termination Disposition of Undelivered Product

For the avoidance of doubt, if the USG elects to terminate the exercised CLINs prior to acceptance and delivery in full of the required quantities of mRNA-1273, Moderna will be free to direct any unaccepted/undelivered supplies of mRNA-1273 to customers other than the USG, at its discretion, without further obligation of either party with regard to such unaccepted/undelivered supplies of mRNA-1273. The contract will be bilaterally modified to decrease the quantities by the agreed upon volume.

H.18 Dose Invoicing

In order to facilitate projections and invoicing, the Government shall provide or direct a third party (e.g., McKesson) to provide to Moderna (1) actual quantities of Moderna 140 kits shipped with 8.0mL vials during the reporting period; (2) actual quantities of Moderna 130 kits shipped with 8.0mL vials during the reporting period; and (3) the number of Moderna 140 kits remaining in inventory and available for upcoming shipments. This information will be provided to Moderna at a frequency of at least twice monthly.

For each 8.0mL fill volume (1600mcg) vial of vaccine shipped with a Moderna 140 kit, Moderna will invoice the Government for 14 doses of vaccine and count 14 doses toward Moderna's delivery quantities under this contract. For each 8.0mL fill volume (1600mcg) vial of vaccine shipped with a Moderna 130 kit, Moderna will invoice the Government for 13 doses of vaccine and count 13 doses toward Moderna's delivery quantities under this contract.

Both parties acknowledge that the delivery schedule is based on an assumed 14 doses counted toward Moderna's delivery quantities per 8.0mL fill volume (1600mcg) vial delivered. In accordance with the agreed approach for invoicing and counting doses toward Moderna's delivery requirement, this could result in a shortfall in the number of invoiceable doses. Both parties agree that delivery of doses to adjust for any shortfall to Option 2 could occur after July 31, 2021, and that a sufficient number of doses to fully meet the delivery requirement of these CLINs will be delivered by Moderna no later than August 31, 2021. Specifically for purposes of adhering to the scheduled delivery dates set forth in this contract for the Base Period, Option 1 and Option 2, schedule shall be deemed to have been met once doses are released by Moderna and are available for order.

H.19 Product Variations (as added via P00007)

Specific to CLINs 3001 and 4001, Moderna will deliver to the Government one or more of the following product types / variations according to the schedule defined in the table below:

- mRNA-1273 Primary Series (0.2mg/mL, 100µg, 2-dose)
- mRNA-1273 Seasonal Boost (0.1-0.2mg/mL, 50-100µg, 1-dose)
- mRNA-1273 Seasonal Boost (mRNA-1273.211 or other, as determined by EUA/BLA and any related supplement or amendment thereto accepted and authorized/licensed by FDA and mutually agreed upon; 0.1mg/mL, 50µg, 1-dose)
- mRNA-1273 Pediatric Primary Series for ages 6m-<2y, 2-<6y and 6-<12y (mRNA-1273, mRNA-1273.211 or other, as determined by EUA/BLA and any related supplement or amendment thereto accepted and authorized/licensed by FDA and mutually agreed upon; 0.1-0.2mg/mL, 25-100µg, 2-dose)

All doses delivered in calendar year 2021 will be delivered in multi-dose vials containing 6.3mL fill volume sufficient for 10 doses per vial as described in Section A.1. In order to minimize dose wastage, Moderna will make good-faith commercially reasonable efforts to establish capabilities to enable fulfillment of 2022 delivery requirements with a 5-dose vial image and will provide projections of availability of the 5-dose presentation on the first of each month beginning in August 2021. If Moderna is able to make 5-dose vials available to the Government to satisfy the delivery requirements of CLINs 3001 and 4001, the Government and Moderna will negotiate revised per dose pricing. For avoidance of doubt, if the Government and Moderna fail to reach agreement on a fair and reasonable revised price per dose, all product to meet the requirements of CLINs 3001 and 4001 will continue to be delivered in the 6.3mL fill volume 10-dose image.

In order to adequately adjust for shifts in product types / variations to be delivered, the Contracting Officer will provide written direction via unilateral modification specifying product type / variations to be delivered for the Option 3 period (CLIN 3001) no later than August 1, 2021. For Option 4 deliveries (CLIN 4001), the Contracting Officer will provide written direction via modification specifying product type / variations to be delivered in a given month no later than 90 days prior to the delivery month. For example, if the Government chooses to take delivery of 20M doses of Seasonal Boost and 5M doses of Pediatric Primary Series (2-5y) in January 2022, this direction will be provided to Moderna no later than October 1, 2021. This will be followed with direction on November 1 and December 1, 2021, for February and March 2022, respectively.

The Government and Moderna agree that total monthly delivery quantities for each of CLIN 3001 and 4001 will follow the schedule in the table below. The Government and Moderna also agree on the following points specific to product ordering:

- The Government will not request, and Moderna will have no obligation to deliver, doses of mRNA-1273 Primary Series in calendar year 2021;
- Government direction on product type / variation to be delivered will be limited to specification of indication. Moderna will retain the flexibility to meet the delivery requirement with any product type / variation that has been authorized or approved for that indication. For avoidance of doubt, award amounts are dependent only on number of doses delivered and not product type / variation.

All direction related to product type / variation will be completed by the Contracting Officer through unilateral modification of the Delivery Schedule in the table below. Within 30 days of each modification, Moderna will provide the Government with weekly delivery targets for the subject delivery period. For avoidance of doubt, at no time will Moderna be required to deliver doses in excess of the total monthly quantities defined below unless mutually agreed to by the Government and Moderna.

Delivery Schedule for CLINs 3001 and 4001

Product Type	**CLIN 3001 (100M total doses)**				**CLIN 4001 (100M total doses)**			
	2021				**2022**			
	Sep[1]	**Oct[1]**	**Nov[1]**	**Dec[1]**	**Dec[1]**	**Jan[2]**	**Feb[3]**	**Mar[4]**
mRNA-1273 Primary								
mRNA-1273 Pediatric (6m-<2y)								
mRNA-1273 Pediatric (2-<6y)								
mRNA-1273 Pediatric (6-<12y)								
mRNA-1273 Seasonal								
Total	**25**	**25**	**30**	**20**	**10**	**28**	**28**	**34**

[1] Direction from Contracting Officer due on August 1, 2021
[2] Direction from Contracting Officer due on October 1, 2021
[3] Direction from Contracting Officer due on November 1, 2021
[4] Direction from Contracting Officer due on December 1, 2021

H.20 Donation of Excess Product

a. If the Government determines that a quantity of doses of mRNA-1273 supplied to the Government under this contract is no longer needed by the Government, the Government may donate such doses to a foreign nation or non-governmental organization (NGO) facilitating donation to a foreign nation, subject to the remainder of this Clause H.20. The Government shall notify Contractor in writing prior to any proposed donation to a foreign nation or NGO, which notice will include (i) the proposed recipient country and, if applicable, the NGO facilitating donation to such recipient country, (ii) a good faith estimate of the quantity of mRNA-1273 proposed for delivery, and (iii) a good faith estimate of the proposed delivery date of such vaccine.

b. Contractor must verify in writing that all of the required conditions below are met before any such donation is made, which, subject to clause (B)(iv) below, Contractor will use commercially reasonable efforts to attempt to satisfy clauses (B)(i – iii) in good faith for any donations proposed by the Government:

(i) Each recipient foreign nation has issued regulatory approval, authorization (or obtained waivers thereof) for the importation and use of the product at the time of the donation and such donation will not require Moderna to undertake any additional regulatory activities or responsibilities that would interfere with Contractor's (1) regulatory strategy for obtaining regulatory approval or authorization in the recipient country or (2) obligations to the Government or (3) with Contractor's prosecution of regulatory filings with the FDA;

(ii) The product being donated is covered by an indemnification and/or immunity agreement between either (a) Contractor and the recipient nation, or (b) the USG and a USG-designated NGO with a prior relationship with the recipient nation, in each case that, to Contractor's reasonable satisfaction, provides that such recipient nation or NGO will indemnify or provide full immunity to Contractor, its affiliates and their contractors from and against all losses, liabilities and damages of any nature arising in connection with or relating to the importation, distribution or use of the donated doses. Such agreements will be for the benefit of Contractor and, to the extent applicable, the USG, and Contractor will be a third party beneficiary to any such indemnification or immunity agreement to which Contractor is not a party;

(iii) Appropriate security, destruction, safety, pharmacovigilance and other regulatory provisions are in place for use of the product in the recipient nation(s) to enable Contractor to fulfill its regulatory and compliance obligations and internal safety and security requirements, including restrictions on re-distribution of product by the recipient foreign nation, requirements that the recipient nation ensure the destruction of used vials and cartons, etc.; and

(iv) The proposed recipient country is a low income or low-middle income country to align with the COVAX Advance Market Commitment participating countries and economies, or Moderna otherwise consents, in its discretion, to the donation to such proposed recipient country.

c. The Government's donations will be from supplies of vaccine delivered to and accepted by the Government. To the extent the Government commits to deliver doses that have not yet been physically delivered to the Government, such donation will not occur until such doses have been delivered to the Government. The Government will be responsible for delivery of the donated doses to, and coordination of delivery with, the receiving foreign nation or NGO, as applicable. The Government or the receiving foreign nation or NGO, as applicable, will (i) satisfy all customs shipping requirements for import and export of the product; and (ii) as the exporter, file any required FDA export notifications. To the extent not already provided to the Government, the Contractor will provide all information necessary to complete any requirements identified in this paragraph in advance of shipment.

d. When the conditions above are met for any donation, the Parties will jointly modify Exhibit B hereto to reflect the name of each recipient foreign nation (or NGO if applicable), and specify the agreed-upon number of donated doses (including any applicable lot numbers) and the applicable delivery date. The Government and Contractor acknowledge and agree that no donation of product for use outside the United States will occur prior to Moderna's written consent that all terms in this Clause H.20 are met, which will be reflected in a modification of Exhibit B within seven (7) days.

e. The parties acknowledge that the third paragraph of Clause H.8 (beginning with "The Government may not use…") of the original award regarding PREP Act coverage does not restrict the Government from making

donations that comply with the requirements of this Clause H.20. The USG makes no representations as to PREP Act coverage thereto.

f. Shipment of any donated doses under this Article does not constitute a violation of the Defense Production Act.

(End of Summary of Changes)

Exhibit B - Donation of Excess Product

As of 1 July 2021

Country	Mod No	Batch	Exp Date	COVID Vaccine Type	DS Source	NGO Facilitator (if applicable)	Fill Finish Site	Dose Total
Canada	P00009	052C21A	11/10/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood		Catalent	1,000,020
Taiwan	P00010	939599	10/27/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood		Baxter	960,680
Taiwan	P00010	939600	11/2/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth		Baxter	955,780
Taiwan	~~P00010~~ P00011	939676	11/7/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood Lonza-NH		Baxter	~~333,620~~ 583,660
Guatemala	P00011	046C21A	11/6/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood		Catalent	1,293,300
Guatemala	P00011	047C21A	11/7/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood		Catalent	206,700
Honduras	P00011	034C21A	10/29/2021	mRNA-1273 MDV-10 10 pack	Moderna- Norwood	COVAX	Catalent	475,500
Honduras	P00011	039C21A	10/29/2021	mRNA-1273 MDV-10 10 pack	Moderna- Norwood	COVAX	Catalent	753,200
Honduras	P00011	040C21A	10/30/2021	mRNA-1273 MDV-10 10 pack	Lonza- Portsmouth	COVAX	Catalent	271,300
Pakistan	P00011	004D21A	11/18/2021	mRNA-1273 MDV-10 10 pack	Lonza- Portsmouth	COVAX	Catalent	950,400
Pakistan	P00011	005D21A	11/20/2021	mRNA-1273 MDV-10 10 pack	Moderna- Norwood	COVAX	Catalent	1,127,700

Pakistan	P00011	006D21A	11/21/2021	mRNA-1273 MDV-10 10 pack	Moderna- Norwood	COVAX	Catalent	237,600
Pakistan	P00011	007D21A	11/22/2021	mRNA-1273 MDV-10 10 pack	Moderna- Norwood	COVAX	Catalent	184,300
Indonesia	P00011	009D21A	11/19/2021	mRNA-1273 MDV-14 10 pack	Moderna- Norwood	COVAX	Catalent	334,180
Indonesia	P00011	028D21A	11/29/2021	mRNA-1273 MDV-14 10 pack	Moderna- Norwood	COVAX	Catalent	48,580
Indonesia	P00011	012D21A	11/23/2021	mRNA-1273 MDV-14 10 pack	Moderna- Norwood	COVAX	Catalent	637,560
Indonesia	P00011	021D21A	11/26/2021	mRNA-1273 MDV-14 10 pack	Lonza- Portsmouth	COVAX	Catalent	646,100
Indonesia	P00011	026D21A	11/26/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	COVAX	Catalent	20,160
Indonesia	P00011	023D21A	11/29/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	COVAX	Catalent	1,313,480
Bangladesh	P00011	075C21A	11/11/2021	mRNA-1273 MDV-10 10 pack	Moderna- Norwood	COVAX	Catalent	1,552,000
Bangladesh	P00011	077C21B	11/14/2021	mRNA-1273 MDV-10 10 pack	Moderna- Norwood	COVAX	Catalent	882,000
Bangladesh	P00011	004D21A	11/18/2021	mRNA-1273 MDV-10 10 pack	Lonza- Portsmouth	COVAX	Catalent	66,000
Bhutan	P00011	007D21A	11/22/2021	mRNA-1273 MDV-10 10 pack	Moderna- Norwood	COVAX	Catalent	500,000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00012	20-Jul-2021	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
ACC-APG - COVID RESPONSE - W58P05 6472 INTEGRITY COURT (BUILDING 4401) ABERDEEN PROVING GROUND MD 21005-3013	W58P05	DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
MODERNA US, INC. HAMILTON BENNETT 200 TECHNOLOGY SQ CAMBRIDGE MA 02139-3578		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0100
	X	10B. DATED (SEE ITEM 13) 09-Aug-2020
CODE 8PTM0	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
See Block 14 Continuation Page

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: dsotowaw2128
See Block 14 Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Stephane BANCEL, CEO	Hillary S. Roy, Contracting Officer TEL: (256) 876-9316 EMAIL: hillary.s.roy.civ@mail.mil

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
S. Bancel (Signature of person authorized to sign)	7/20/21	BY Hillary S. Roy Digitally signed by ROY.HILLARY.S.1391063903 Date: 2021.07.20 09:51:33 -05'00' (Signature of Contracting Officer)	07/20/2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
P00012
OBLIGATION AMOUNT: $0.00

a. The purpose of this modification (P00012) it to:

- Update Exhibit B as outlined in clause H.20 with donation information for multiple recipients identified with the past 7 business days (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties).

b. The modification was required by the program office to meet the Government's mission requirements.

c. The total contract value and total funded amount remains unchanged.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Document Type	Description	Page #	Date
Exhibit A	CDRLs	15	11 Feb 2021
Exhibit B	Donation of Excess Product	3	13 July 2021
Attachment 0001	Supply Chain Resiliency Plan for CDRL A010	3	23 July 2020
Attachment 0002	Security Plan	7	23 July 2020
Attachment 0003	Dose Tracking Template Draft Moderna	Excel	15 July 2020
Attachment 0004	Data Rights	3	7 August 2020
Attachment 0005	Rights of Reference Material Threats	2	7 August 2020
Attachment 0006	ModernaTx, Inc. Background Intellectual Property	3	6 August 2020
Attachment 0007	Performance Base Payment Milestone Schedule	1	14 June 2021
Attachment 0008	Performance Base Payment Milestone Billing Plan	16	12 July 2021
Attachment 0009	HRPAS Moderna Letter	1	3 September 2020

(End of Summary of Changes)

Exhibit B - Donation of Excess Product

As of 13 July 2021

Country	Mod No	Batch	Exp Date	COVID Vaccine Type	DS Source	Fill Finish Site	Dose Total
Canada	P00009	052C21A	11/10/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,000,020
Taiwan	P00010	939599	10/27/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Baxter	960,680
Taiwan	P00010	939600	11/2/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Baxter	955,780
Taiwan	P00011	939676	11/7/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood Lonza-NH	Baxter	583,660
~~Guatemala~~	~~P00011~~	~~046C21A~~	~~11/6/2021~~	~~mRNA-1273 MDV-10 10 pack~~	~~Moderna-Norwood~~	~~Catalent~~	~~1,293,300~~
~~Guatemala~~	~~P00011~~	~~047C21A~~	~~11/7/2021~~	~~mRNA-1273 MDV-10 10 pack~~	~~Moderna-Norwood~~	~~Catalent~~	~~206,700~~
Honduras	P00012	034C21A	10/29/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	475,500
Honduras	P00012	039C21A	10/29/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	753,200
Honduras	P00012	040C21A	10/30/2021	mRNA-1273 MDV-10 10 pack	Lonza-Portsmouth	Catalent	271,300
Pakistan	P00011	004D21A	11/18/2021	mRNA-1273 MDV-10 10 pack	Lonza-Portsmouth	Catalent	950,400
Pakistan	P00011	005D21A	11/20/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	1,127,700

Pakistan	P00011	006D21A	11/21/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	237,600
Pakistan	P00011	007D21A	11/22/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	184,300
Indonesia	P00011	009D21A	11/19/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	334,180
Indonesia	P00011	028D21A	11/29/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	48,580
Indonesia	P00011	012D21A	11/23/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	637,560
Indonesia	P00011	021D21A	11/26/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	646,100
Indonesia	P00011	026D21A	11/26/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	20,160
Indonesia	P00011	023D21A	11/29/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,313,480
Bangladesh	P00011	075C21A	11/11/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	1,552,000
Bangladesh	P00011	077C21B	11/14/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	882,000
Bangladesh	P00011	004D21A	11/18/2021	mRNA-1273 MDV-10 10 pack	Lonza-Portsmouth	Catalent	66,000
Bhutan	P00011	007D21A	11/22/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	500,000
Haiti	P00012	046C21A	11/06/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	475,200
Haiti	P00012	040C21A	10/30/2021	mRNA-1273 MDV-10 10 pack	Lonza-Portsmouth	Catalent	24,800

Ukraine	P00012	040D21A	12/02/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	997,920
Ukraine	P00012	041D21A	12/04/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	987,420
Ukraine	P00012	063D21A	12/05/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	14,700
Vietnam	P00012	064D21A	12/07/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	332,640
Vietnam	P00012	939889	12/05/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Baxter	864,500
Vietnam	P00012	939890	12/06/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portmouth	Baxter	802,900
Indonesia (2)	P00012	008D21A	12/1/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,039,920
Indonesia (2)	P00012	066D21A	12/9/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	460,180
Fiji	P00012	078C21A	11/15/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	150,080
Sri Lanka	P00012	028D21A	11/29/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,135,680
Sri Lanka	P00012	066D21A	12/9/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	364,420
El Salvador	P00012	027D21A	11/28/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,500,100

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 14

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00013	30 Jul 2021	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
ACC-APG - COVID RESPONSE - W58P05 6472 INTEGRITY COURT (BUILDING 4401) ABERDEEN PROVING GROUND MD 21005-3013	W58P05	DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
MODERNA US, INC. HAMILTON BENNETT 200 TECHNOLOGY SQ CAMBRIDGE MA 02139-3578		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0100
CODE 8PTM0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 09-Aug-2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 14 Continuation Page
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: dsotowaw2133
See Block 14 Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Stephane BANCEL, CEO	Hillary S. Roy, Contracting Officer TEL: (256) 876-9316 EMAIL: hillary.s.roy.civ@mail.mil

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
S/Bancel- (Signature of person authorized to sign)	7/30/2021	BY Hillary S. Roy Digitally signed by ROY.HILLARY.S.1391063903 Date: 2021.07.30 09:39:19 -05'00' (Signature of Contracting Officer)	07/30/2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
P00013
OBLIGATION AMOUNT: $0.00

a. The purpose of this modification (P00013) is to:

- Update the Performance Base Payment Table in Section G and the associated Attachment 0008, Performance Base Payment Milestone Billing Plan (Authority FAR 52.232-16)

- Update H.1 Key Personnel (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties)

- Update H.19 Product Variations to reflect a change on the notification of product date for deliveries in September 2021 through December 2021 (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties)

- Update Exhibit B as outlined in clause H.20 with donation information for multiple recipients identified within the past 7 business days (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties)

b. This modification was requested by the program office to meet the Government's mission requirements.

c. The total contract value and total funded amount remain unchanged.

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

G.1 GOVERNMENT CONTRACT ADMINISTRATION

In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

Procuring Contracting Officer:
Hilliary S. Roy / (256) 842-7503 / hillary.s.roy.civ@mail.mil
Joint COVID-19 Response Division
US Army Contracting Command
6472 Integrity Court (Building 4401)
Aberdeen Proving Ground, MD 21005-3013

Contract Specialist:

Danny Soto / (508) 206-2111 / danny.soto3.civ@mail.mil
Joint COVID-19 Response Division
US Army Contracting Command
6472 Integrity Court (Building 4401)
Aberdeen Proving Ground, MD 21005-3013

G.2 GOVERNMENT TECHNICAL POINT OF CONTACT

Marva Taylor / (202) 260-6798 / marva.taylor@hhs.gov
Biologist/Project Officer
200 C Street, SW
Washington, DC 20201

G.3 CONTRACTOR'S CONTRACT ADMINISTRATION

Hamilton Bennett / (617) 768-7670 / Hamilton.Bennett@modernatx.com
Moderna US, Inc.
200 Technology SQ.
Cambridge, MA 02139-3578

G.4 PLACES OF PERFORMANCE

Moderna US, Inc.
200 Technology SQ.
Cambridge, MA 02139-3578

G.5 NOTIFICATION OF REVISIONS AND CHANGE

Notification of revision or changes to names or email addresses will be provided by official correspondence from the PCO/ACO or office of the PCO/ACO in lieu of a contract modification. This does not apply to any such revisions or changes in the event this contract includes a key personnel clause.

G.6 PERFORMANCE BASED PAYMENT

Performance-based payments (PBP) are authorized under this contract in accordance with FAR 52.232-32. The contractor shall bill for the PBP upon achievement of the completion criteria identified in Attachment 0007, Performance-based Payment Milestone Table dated 4 May 2021. Upon achievement of the completion criteria, the contractor shall bill for the PBP for the base and each option IAW the following schedule:

CLIN	Period	Amount
0001AA	BASE	$90,210,000
0001AB	BASE	$132,308,000
0001AC	BASE	$180,420,000
0001AD	BASE	$198,462,000
TOTAL		$601,400,000
1001AA	OPTION 1	$150,860,800
1001AB	OPTION 1	$151,769,600
1001AC	OPTION 1	$151,769,600
TOTAL		$454,400,000
2001AA	OPTION 2	$150,860,800
2001AB	OPTION 2	$151,769,600
2001AC	OPTION 2	$151,769,600
TOTAL		$454,400,000

3001AA	OPTION 3	$45,440,000
3001AB	OPTION 3	$127,232,000
3001AC	OPTION 3	$127,232,000
3001AD	OPTION 3	$154,496,000
TOTAL		$454,400,000
4001AA	OPTION 4	$113,600,000
4001AB	OPTION 4	$113,600,000
4001AC	OPTION 4	$136,320,000
4001AD	OPTION 4	$90,880,000
TOTAL		$454,400,000

Delivery Invoicing: PBPs are a type of contract financing and are recouped by the Government through deductions of payments otherwise due to the contractor for the partial or complete delivery of contract items. The deductions are made by applying a liquidation rate to the price of delivered contract items. Attachment 0008, Performance-based Payment Milestone Billing Plan, identifies the contractor invoicing schedule for liquidation. The contractor shall submit all invoices IAW Attachment 0008.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H.1 Key Personnel

Any key personnel specified in this contract are considered to be essential to work performance. At least thirty (30) calendar days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the Contractor is terminated for cause or separates from the Contractor voluntarily with less than thirty (30) calendar-day notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties. The following individuals are determined to be key personnel:

Name	Title
Juan Andres	Chief Technical Operations and Quality Officer
Michael Mullette	Vice President and Managing Director, North America
Paul Granadillo	Head, Supply Chain
Scott Nickerson	SVP, US Manufacturing
Jennifer White	SVP, Global Quality
Catherine Quintero	Sr. Director, CMC Strategic Operations
Bankim Patel	Sr. Director, Facilities & Engineering

H.2 Substitution of Key Personnel

The Contractor agrees to assign to the contract those persons whose resumes/CVs were submitted with the proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.

All requests for substitution must provide a detailed explanation of the circumstance necessitating the proposed substitution, a complete resume for the proposed substitute and any other information requested by the contracting officer to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The contracting officer or authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.

H.3 Disclosure of Information:

Performance under this contract may require the Contractor to access non-public data and information proprietary to a Government agency, another Government Contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except authorized by Government personnel or upon written approval of the CO which the KO will provide in accordance with OWS or other Government policies and/or guidance. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

The Contractor shall comply with all applicable Government requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the Government's rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any law, rule, regulation, court ruling or similar order; for submission to any government entity' for submission to any securities exchange on which the Contractor's (or its parent corporation's) securities may be listed for trading; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions, or other business transactions. The exceptions identified in this paragraph apply to all disclosures under this Section H.3 except to the extent that a disclosure is otherwise prohibited by law.

H.4 Publication and Publicity

The contractor shall not release any reports, manuscripts, press releases, or abstracts about the work being performed under this contract without written notice in advance to the Government.

a. Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published.

b. Unless authorized in writing by the CO, the contractor shall not display the DoD logo including Operating Division or Staff Division logos on any publications.

c. The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies DoD approval or endorsement of the product(s) or service(s) provided.

d. The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

"This project has been funded in whole or in part with Federal funds from the Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority, under Contract Number W911QY-20-C-0100."

H.5 Confidentiality of Information

a. Confidential information, as used in this article, means non-public information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.

e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

f. Contracting Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.

g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

ALL REQUIREMENTS OF THIS SECTION H.5 MUST BE PASSED TO ALL SUB-CONTRACTOR.

H.6 Regulatory Rights

This contract involves supply of a product that requires FDA pre-market approval or clearance before commercial authorization. Contractor is seeking FDA authorization or clearance for the commercialization of mRNA-1273, Moderna vaccine for SARS-CoV-2 Coronavirus (the "Technology"). The Contractor is the Sponsor of the Regulatory Application (an investigational new drug application (IND), investigational device exemption (IDE), emergency use authorization (EUA), new drug application (NDA), biologics license application (BLA), premarket approval application (PMA), or 510(k) pre-market notification filing (510(k)) or another regulatory filing submitted to FDA) for the technology. As the Sponsor of the Regulatory Application to FDA (as the terms "sponsor" and "applicant" are defined or used in at 21 CFR §§3.2(c), 312.5, 600.3(t), 812.2(b), 812 Subpart C, or 814.20), the Contractor has certain standing before the FDA that entitles it to exclusive communications related to the Regulatory Application.

Accordingly, the Contractor and the Government agree to the following:

a. DoD Medical Product Priority. PL 115-92 allows the DoD to request, and FDA to provide, assistance to expedite development of products to diagnose, treat, or prevent serious or life-threatening diseases or conditions facing American military personnel. The contractor recognizes that only the DoD can utilize PL 115-92. As such, the

contractor will work proactively with the Government to leverage this law to its maximum potential under this contract. The contractor shall submit Public Law 115-92 Sponsor Authorization Letter that will be delivered to the designated OWS POC(s) within 30 days of award.

b. Rights of Reference. The U.S. Government will be granted a right of reference as that term is defined in 21 C.F.R. § 314.3(b) (or any successor rule) to any Regulatory Application submitted in support of the Technology, solely for use to develop medical countermeasures (MCM) to the material threats listed on Attachment 0005. When it desires to exercise this right, the U.S. Government agrees to notify Contractor in writing describing the request along with sufficient details for Contractor to evaluate the request, and Moderna will not unreasonably decline to generate and provide a mutually agreeable letter of cross-reference for the U.S. Government to file with the appropriate FDA office. The parties agree that it will not be unreasonable for Contractor to decline to provide the U.S. Government letter of cross-reference if Contractor at the time of such request is conducting a program for the research and development of an mRNA product directed to the threat for which the U.S. Government is requesting the right of reference. The U.S. Government will also be granted a right of reference to any Regulatory Application submitted in support of the Technology, solely for use to develop the Technology, if Moderna is required to provide the Government with access to the Technology under Section H.10. When it desires to exercise this right, the U.S. Government agrees to notify Moderna in writing describing the request along with sufficient details for Moderna to generate a letter of cross-reference for the U.S. Government to file with the appropriate FDA office. The U.S. Government agrees that in all cases such letters of cross-reference may contain reporting requirements to enable Moderna to comply with its own pharmacovigilance reporting obligations to the FDA and other regulatory agencies. Nothing in this paragraph alters the U.S. Government's data rights as articulated in other provisions of the contract.

H.7 Performance Based Payment Liquidated under Termination

Performance Based Payments (PBPs) have been authorized as a method of financing under this contract. In the event the Moderna's mRNA-1273 COVID Vaccine is unsuccessful in its bid to obtain EUA or FDA approval, the Government may issue a Termination for Convenience (T4C) in whole or in part, on this contract. Upon notice of a T4C, the contractor shall submit a termination settlement proposal, IAW FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price).

H.8 Public Readiness and Emergency Preparedness (PREP) Act:

In accordance with the Public Readiness and Emergency Preparedness Act ("PREP Act"), Pub. L. No. 109-148, Division C, Section 2, as amended (codified at 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e), as well as the Secretary of HHS's Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID-19, 85 Fed. Reg. 15198 (Mar. 17, 2020, effective Feb. 4, 2020), and amended on April 15, 2020, 85 Fed. Reg. 21012 (together, the "Prep Act Declaration"):

(i) This Agreement is being entered into for purposes of facilitating the manufacture, testing, development, distribution, administration, and use of "Covered Countermeasures" for responding to the COVID-19 public health emergency, in accordance with Section VI of the PREP Act Declaration;

(ii) Contractor's performance of this Agreement falls within the scope of the "Recommended Activities" for responding to the COVID-19 public health emergency, to the extent it is in accordance with Section III of the PREP Act Declaration; and

(iii) Contractor is a "Covered Person" to the extent it is a person defined in Section V of the PREP Act

Declaration.

Therefore, in accordance with Sections IV and VII of the PREP Act Declaration as well as the PREP Act (42 U.S.C. § 247d-6d), the Department of Defense contracting via assisted acquisition on behalf of the HHS, expressly acknowledges and agrees that the HHS Declaration cited above, specifically its language providing immunity from suit and liability is applicable to this acquisition as long as Contractors activities fall within the terms and conditions of the PREP Act and the PREP Act Declaration.

The Government may not use, or authorize the use of, any products or materials provided under this contract, unless such use occurs in the United States (or a U.S. territory where U.S. law applies such as embassies, military and NATO installations) and is protected from liability under a declaration issued under the PREP Act, or a successor COVID-19 PREP Act Declaration of equal or greater scope. Any use where the application of the PREP Act is in question will be discussed with Moderna prior to use and, if the parties disagree on such use, the dispute will be resolved according to the "Disputes Clause" (52.233-1)

The items and technology covered by this Contract are being developed for both civil and military applications.

H.9 Most Favored Nation Clause

(i) Due to the exceptional and unprecedented nature of the COVID-19 threat to global public health, as well as the investments made towards the development of a safe and effective vaccine against COVID-19, Moderna agrees that it will not at any time to March 31, 2022 sell any COVID-19 vaccine supplied to the Government under this Agreement to any nation that is a member of the Group of Seven plus Switzerland ("Covered Nation") at a lower price than the prices set forth in this contract.

(ii) If, at any time prior to March 31, 2022, Moderna enters into any agreement with a Covered Nation to sell COVID-19 vaccine (mRNA-1273) doses at a price lower than the price currently paid by the U.S. Government for the same COVID-19 vaccine doses under this contract, Moderna shall provide notice within 30 days to the U.S. Government and the U.S. Government may elect, at its discretion, to receive the benefit of this provision and receive COVID-19 vaccine doses at that lower price.

(iii) Upon any such election by the U.S. Government, this contract shall be deemed to have been amended and modified such that, from the date on which the more favorable pricing was first provided to any Covered Nation (the "Amended Pricing Effective Date"), the U.S. Government will receive that lower price for all orders of COVID-19 vaccine doses following that Amended Pricing Effective Date.

(iv) Any price reductions provided hereunder are not intended as an inducement or reward for any procurement or purchasing decisions by the U.S. Government of any Moderna product.

H.10 Ensuring Sufficient Supply of the Product

1. In recognition of the Government's significant funding for the development and manufacturing of the product in this contract and the Government's need to provide sufficient quantities of a COVID-19 vaccine to protect the United States population, the Government shall have the remedy described in this section to ensure sufficient supply of the product to meet the needs of the public health or national security. This remedy is not available to the Government unless and until both of the following conditions ((a) and (b)) are met:

a. Moderna gives written notice, required to be submitted to the Government no later than 15 business days, of:

(i) any formal management decision to terminate manufacturing of this product vaccine prior to delivery of any doses to USG under this contract, including all exercised options, other than as a result of clinical failure, or serious technical or safety reasons or;

(ii) any formal management decision to discontinue sale of this product vaccine to the Government prior to delivery of any doses to USG under this contract, including all exercised options, other than as a result of clinical failure, or serious technical or safety reasons; or

(iii) any filing that anticipates Federal bankruptcy protection; and

b. Moderna has submitted an Emergency Use Authorization application under §564 of the FD&C Act or a biologics license application provisions of §351(a) of the Public Health Service Act (PHSA).

2. If both conditions listed in section 1 occur, Moderna, upon the request of the Government, shall provide the following items necessary for the Government to pursue manufacturing of this product vaccine with a third party for exclusive sale to the U.S. Government:

a. a writing evidencing a non-exclusive, nontransferable, irrevocable (except for cause), royalty-free paid-up license to practice or have practiced for or on behalf of the U.S. Government any Moderna Background Patent, Copyright, other Moderna Intellectual Property, Moderna Know-How, Moderna Technical Data rights necessary to manufacture doses of the mRNA-1273 vaccine;

b. necessary FDA regulatory filings or authorizations owned or controlled by Moderna related to this product vaccine and any confirmatory instrument pertaining thereto; and

c. any outstanding Deliverables contemplated or materials purchased under this contract.

3. This remedy will remain available until the end of the contract.

H.11 Stop-Work Request for Equitable Adjustment (REA)

This contract is issued under the Operation Warp Speed (OWS) initiative in response to the National Emergency resulting from the spread of the COVID-19 virus. In consideration of the expedited award and performance under this contract, the Government concurs with a reduction of the stop work period under FAR 52.242-15 not to exceed 30 days. In the event that the Government issues a Stop Work Order IAW 52.242-15 and the contractor continues to work, the contractor shall not be entitled to an equitable adjustment by the government.

H.12 Transportation to Final Destination

During the course of performance under this contract, the Government may require storage of the filled drug product (FDP) before delivery to the final government location. In these circumstances, the Government will accept FDP at the contractor facility (Origin). The contractor; however, shall continue to be responsible for secure delivery of the vaccine to its final destination as identified on this contract. Regardless of where acceptance occurs, risk of loss of or damage to supplies shall remain with the contractor until delivery of FDP to a government facility.

H.13 Validation of IP/Data

The Parties acknowledge that background intellectual property and technical data assertions have been made and evaluated by the parties. The parties agree that, should additional information relevant to these assertions become available, the parties will reevaluate said assertions as necessary in the future.

H.14 Novation

Upon Moderna, US, Inc.'s registration in the System for Award Management, the Government will, at the Contractor's request, complete a novation of this Contract to recognize Moderna US, Inc. as a counterparty instead of Moderna TX, Inc. This novation will be completed through a modification executed by the Government that identifies Moderna US, Inc. as the contracting party for all purposes as if it had originally executed the Contract.

H.15 Base & Option 1 Delivery Acceleration

In an effort to accelerate production of the mRNA-1273 vaccine, the Government agrees to fund eight additional drug product manufacturing slots (including fill, pack and label) within the Base Period and ten drug product manufacturing slots within the Option 1 period via a Modification to the contract. If these manufacturing slots are successfully utilized, there will be up to 18 drug manufacturing slots funded above what was projected by Moderna and assumed within the price per dose for the doses of mRNA-1273 vaccine delivered in the Base Period and Option 1. However, because the Government is funding the additional slots within the Base and Option 1 periods in order to accelerate production, the Government is entitled to an adjustment under the conditions outlined. The Government and Moderna agree to the following:

1. If the Government exercises Option 2 (NLT 15 May):

a. Moderna will reduce the cost of Option 2 by $1,051,000 for each successfully accelerated drug product fill under the Base Period (limited to the eight additional slots) and $819,000 for each successfully accelerated drug product fill under Option 1 (limited to the ten additional slots).

2. If the Government does not exercise Option 2 (NLT 15 May):
a. In the event Moderna timely cancels the manufacturing slots and/or is able to otherwise fully utilize the slots originally reserved for production in the Option 2 period, Moderna agrees to credit the Government $1,051,000 for each of the eight slots and $819,000 for each of the ten slots that Moderna utilizes. In no case shall the number of drug product manufacturing slots credited exceed the number of successfully accelerated drug product manufacturing fills under the Base Period and Option 1. It is understood that Moderna will make all good-faith efforts to fill reserved slots or cancel reservations in a timely manner (i.e. within the time period required by the subcontractor).

b. In the event that Moderna is unable to fill those reserved slots (i.e. due to lack of demand) and cancels slots, Moderna shall be entitled to recoup those reservation cancellation costs from the USG. The process is outlined as follows:

1.) Moderna shall submit documentation to the USG of the following:

i.) Cancellation notice to the subcontractor,
ii.) The basis of the cancellation. and
iii.) Cancellation fees incurred.

2.) Moderna shall reduce credits to the USG under paragraph 2a) of this clause, IAW agreed cancellation costs incurred.

3.) Bi-lateral agreement of the final credit shall be included in a modification to the contract. Net credit shall be deducted from final payments under the contract.

H.16 Delivery Schedule, as revised 11Feb2021 via modification P00004

	Dec 20	**Jan 21**	**Feb 21**	**Mar 21**	**Apr 21**
Moderna Accelerated Plan	N/A	N/A	74,695,355	118,088,705	162,826,580
Fill/Finish Required for Accelerated	N/A	N/A	37	39	40
Original Delivery Schedule	15,000,000	22,000,000	30,000,000	33,000,000	33,200,000
Running Count - Original		37,000,000	67,000,000	100,000,000	133,200,000
Accelerated Plan per Month – Revised	12,628,700	21,156,350	**40,910,305**	**43,393,350**	**44,737,875**
Running Count - Revised		33,785,050	74,695,355	118,088,705	162,826,580

	May 21	**Jun 21**	**Jul 21**	**Aug 21**	**Sep 21**
Moderna Accelerated Plan	212,817,430	261,142,980	309,147,755	N/A	N/A
Fill/Finish Required for Accelerated	39	39	40	N/A	N/A
Original Delivery Schedule	33,400,000	33,400,000	33,400,000	33,400,000	33,200,000
Running Count - Original	166,600,000	200,000,000	233,400,000	266,800,000	300,000,000
Accelerated Plan per Month – Revised	**49,990,850**	**48,325,550**	**38,857,020**	N/A	N/A
Running Count - Revised	212,817,430	261,142,980	300,000,000	N/A	N/A

The delivery schedule assumes that Moderna will work to further maximize fill/finish capacity by working with the FDA to increase fill volumes, thus enabling extraction of additional doses from each vial delivered.

H.17 Post-Termination Disposition of Undelivered Product

For the avoidance of doubt, if the USG elects to terminate the exercised CLINs prior to acceptance and delivery in full of the required quantities of mRNA-1273, Moderna will be free to direct any unaccepted/undelivered supplies of mRNA-1273 to customers other than the USG, at its discretion, without further obligation of either party with regard to such unaccepted/undelivered supplies of mRNA-1273. The contract will be bilaterally modified to decrease the quantities by the agreed upon volume.

H.18 Dose Invoicing

In order to facilitate projections and invoicing, the Government shall provide or direct a third party (e.g., McKesson) to provide to Moderna (1) actual quantities of Moderna 140 kits shipped with 8.0mL vials during the reporting period; (2) actual quantities of Moderna 130 kits shipped with 8.0mL vials during the reporting period; and (3) the number of Moderna 140 kits remaining in inventory and available for upcoming shipments. This information will be provided to Moderna at a frequency of at least twice monthly.

For each 8.0mL fill volume (1600mcg) vial of vaccine shipped with a Moderna 140 kit, Moderna will invoice the Government for 14 doses of vaccine and count 14 doses toward Moderna's delivery quantities under this contract. For each 8.0mL fill volume (1600mcg) vial of vaccine shipped with a Moderna 130 kit, Moderna will invoice the Government for 13 doses of vaccine and count 13 doses toward Moderna's delivery quantities under this contract.

Both parties acknowledge that the delivery schedule is based on an assumed 14 doses counted toward Moderna's delivery quantities per 8.0mL fill volume (1600mcg) vial delivered. In accordance with the agreed approach for invoicing and counting doses toward Moderna's delivery requirement, this could result in a shortfall in the number of invoiceable doses. Both parties agree that delivery of doses to adjust for any shortfall to Option 2 could occur after July 31, 2021, and that a sufficient number of doses to fully meet the delivery requirement of these CLINs will be delivered by Moderna no later than August 31, 2021. Specifically for purposes of adhering to the scheduled delivery dates set forth in this contract for the Base Period, Option 1 and Option 2, schedule shall be deemed to have been met once doses are released by Moderna and are available for order.

H.19 Product Variations (as added via P00007)

Specific to CLINs 3001 and 4001, Moderna will deliver to the Government one or more of the following product types / variations according to the schedule defined in the table below:

- mRNA-1273 Primary Series (0.2mg/mL, 100µg, 2-dose)
- mRNA-1273 Seasonal Boost (0.1-0.2mg/mL, 50-100µg, 1-dose)
- mRNA-1273 Seasonal Boost (mRNA-1273.211 or other, as determined by EUA/BLA and any related supplement or amendment thereto accepted and authorized/licensed by FDA and mutually agreed upon; 0.1mg/mL, 50µg, 1-dose)
- mRNA-1273 Pediatric Primary Series for ages 6m-<2y, 2-<6y and 6-<12y (mRNA-1273, mRNA-1273.211 or other, as determined by EUA/BLA and any related supplement or amendment thereto accepted and authorized/licensed by FDA and mutually agreed upon; 0.1-0.2mg/mL, 25-100µg, 2-dose)

All doses delivered in calendar year 2021 will be delivered in multi-dose vials containing 6.3mL fill volume sufficient for 10 doses per vial as described in Section A.1. In order to minimize dose wastage, Moderna will make good-faith commercially reasonable efforts to establish capabilities to enable fulfillment of 2022 delivery requirements with a 5-dose vial image and will provide projections of availability of the 5-dose presentation on the first of each month beginning in August 2021. If Moderna is able to make 5-dose vials available to the Government to satisfy the delivery requirements of CLINs 3001 and 4001, the Government and Moderna will negotiate revised per dose pricing. For avoidance of doubt, if the Government and Moderna fail to reach agreement on a fair and

reasonable revised price per dose, all product to meet the requirements of CLINs 3001 and 4001 will continue to be delivered in the 6.3mL fill volume 10-dose image.

In order to adequately adjust for shifts in product types / variations to be delivered, the Contracting Officer will provide written direction via unilateral modification specifying product type / variations to be delivered for the Option 3 period (CLIN 3001) no later than August 8, 2021. For Option 4 deliveries (CLIN 4001), the Contracting Officer will provide written direction via modification specifying product type / variations to be delivered in a given month no later than 90 days prior to the delivery month. For example, if the Government chooses to take delivery of 20M doses of Seasonal Boost and 5M doses of Pediatric Primary Series (2-5y) in January 2022, this direction will be provided to Moderna no later than October 1, 2021. This will be followed with direction on November 1 and December 1, 2021, for February and March 2022, respectively.

The Government and Moderna agree that total monthly delivery quantities for each of CLIN 3001 and 4001 will follow the schedule in the table below. The Government and Moderna also agree on the following points specific to product ordering:

- The Government will not request, and Moderna will have no obligation to deliver, doses of mRNA-1273 Primary Series in calendar year 2021;
- Government direction on product type / variation to be delivered will be limited to specification of indication. Moderna will retain the flexibility to meet the delivery requirement with any product type / variation that has been authorized or approved for that indication. For avoidance of doubt, award amounts are dependent only on number of doses delivered and not product type / variation.

All direction related to product type / variation will be completed by the Contracting Officer through unilateral modification of the Delivery Schedule in the table below. Within 30 days of each modification, Moderna will provide the Government with weekly delivery targets for the subject delivery period. For avoidance of doubt, at no time will Moderna be required to deliver doses in excess of the total monthly quantities defined below unless mutually agreed to by the Government and Moderna.

Delivery Schedule for CLINs 3001 and 4001

Product Type	**CLIN 3001 (100M total doses)**				**CLIN 4001 (100M total doses)**			
	2021				**2022**			
	Sep[1]	**Oct[1]**	**Nov[1]**	**Dec[1]**	**Dec[1]**	**Jan[2]**	**Feb[3]**	**Mar[4]**
mRNA-1273 Primary								
mRNA-1273 Pediatric (6m-<2y)								
mRNA-1273 Pediatric (2-<6y)								
mRNA-1273 Pediatric (6-<12y)								
mRNA-1273 Seasonal								
Total	**25**	**25**	**30**	**20**	**10**	**28**	**28**	**34**

[1] Direction from Contracting Officer due on August 8, 2021
[2] Direction from Contracting Officer due on October 1, 2021
[3] Direction from Contracting Officer due on November 1, 2021
[4] Direction from Contracting Officer due on December 1, 2021

H.20 Donation of Excess Product

a. If the Government determines that a quantity of doses of mRNA-1273 supplied to the Government under this contract is no longer needed by the Government, the Government may donate such doses to a foreign nation or non-governmental organization (NGO) facilitating donation to a foreign nation, subject to the remainder of this Clause H.20. The Government shall notify Contractor in writing prior to any proposed donation to a foreign nation or NGO, which notice will include (i) the proposed recipient country and, if applicable, the NGO facilitating donation to such recipient country, (ii) a good faith estimate of the quantity of mRNA-1273 proposed for delivery, and (iii) a good faith estimate of the proposed delivery date of such vaccine.

b. Contractor must verify in writing that all of the required conditions below are met before any such donation is made, which, subject to clause (B)(iv) below, Contractor will use commercially reasonable efforts to attempt to satisfy clauses (B)(i – iii) in good faith for any donations proposed by the Government:

(i) Each recipient foreign nation has issued regulatory approval, authorization (or obtained waivers thereof) for the importation and use of the product at the time of the donation and such donation will not require Moderna to undertake any additional regulatory activities or responsibilities that would interfere with Contractor's (1) regulatory strategy for obtaining regulatory approval or authorization in the recipient country or (2) obligations to the Government or (3) with Contractor's prosecution of regulatory filings with the FDA;

(ii) The product being donated is covered by an indemnification and/or immunity agreement between either (a) Contractor and the recipient nation, or (b) the USG and a USG-designated NGO with a prior relationship with the recipient nation, in each case that, to Contractor's reasonable satisfaction, provides that such recipient nation or NGO will indemnify or provide full immunity to Contractor, its affiliates and their contractors from and against all losses, liabilities and damages of any nature arising in connection with or relating to the importation, distribution or use of the donated doses. Such agreements will be for the benefit of Contractor and, to the extent applicable, the USG, and Contractor will be a third party beneficiary to any such indemnification or immunity agreement to which Contractor is not a party;

(iii) Appropriate security, destruction, safety, pharmacovigilance and other regulatory provisions are in place for use of the product in the recipient nation(s) to enable Contractor to fulfill its regulatory and compliance obligations and internal safety and security requirements, including restrictions on re-distribution of product by the recipient foreign nation, requirements that the recipient nation ensure the destruction of used vials and cartons, etc.; and

(iv) The proposed recipient country is a low income or low-middle income country to align with the COVAX Advance Market Commitment participating countries and economies, or Moderna otherwise consents, in its discretion, to the donation to such proposed recipient country.

c. The Government's donations will be from supplies of vaccine delivered to and accepted by the Government. To the extent the Government commits to deliver doses that have not yet been physically delivered to the Government, such donation will not occur until such doses have been delivered to the Government. The Government will be responsible for delivery of the donated doses to, and coordination of delivery with, the receiving foreign nation or NGO, as applicable. The Government or the receiving foreign nation or NGO, as applicable, will (i) satisfy all customs shipping requirements for import and export of the product; and (ii) as the exporter, file any required FDA export notifications. To the extent not already provided to the Government, the Contractor will provide all information necessary to complete any requirements identified in this paragraph in advance of shipment.

d. When the conditions above are met for any donation, the Parties will jointly modify Exhibit B hereto to reflect the name of each recipient foreign nation (or NGO if applicable), and specify the agreed-upon number of donated doses (including any applicable lot numbers) and the applicable delivery date. The Government and Contractor acknowledge and agree that no donation of product for use outside the United States will occur prior to Moderna's written consent that all terms in this Clause H.20 are met, which will be reflected in a modification of Exhibit B within seven (7) days.

e. The parties acknowledge that the third paragraph of Clause H.8 (beginning with "The Government may not use…") of the original award regarding PREP Act coverage does not restrict the Government from making donations that comply with the requirements of this Clause H.20. The USG makes no representations as to PREP Act coverage thereto.

f. Shipment of any donated doses under this Article does not constitute a violation of the Defense Production Act.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Document Type	Description	Page #	Date
Exhibit A	CDRLs	15	11 February 2021
Exhibit B	Donation of Excess Product	8	28 July 2021
Attachment 0001	Supply Chain Resiliency Plan for CDRL A010	3	23 July 2020
Attachment 0002	Security Plan	7	23 July 2020
Attachment 0003	Dose Tracking Template Draft Moderna	Excel	15 July 2020
Attachment 0004	Data Rights	3	7 August 2020
Attachment 0005	Rights of Reference Material Threats	2	7 August 2020
Attachment 0006	ModernaTx, Inc. Background Intellectual Property	3	6 August 2020
Attachment 0007	Performance Base Payment Milestone Schedule	1	14 June 2021
Attachment 0008	Performance Base Payment Milestone Billing Plan	16	8 July 2021
Attachment 0009	HRPAS Moderna Letter	1	3 September 2020

(End of Summary of Changes)

Exhibit B - Donation of Excess Product

As of 28 July 2021

Country	Mod No	Batch	Exp Date	COVID Vaccine Type	DS Source	Fill Finish Site	Dose Total
Canada	P00009	052C21A	11/10/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,000,020
Taiwan	P00010	939599	10/27/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Baxter	960,680
Taiwan	P00010	939600	11/2/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Baxter	955,780
Taiwan	P00010	939676	11/7/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood Lonza-NH	Baxter	583,660
Honduras	P00011	034C21A	10/29/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	475,500
Honduras	P00011	039C21A	10/29/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	753,200
Honduras	P00011	040C21A	10/30/2021	mRNA-1273 MDV-10 10 pack	Lonza-Portsmouth	Catalent	271,300
Pakistan	P00011	004D21A	11/18/2021	mRNA-1273 MDV-10 10 pack	Lonza-Portsmouth	Catalent	950,400
Pakistan	P00011	005D21A	11/20/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	1,127,700
Pakistan	P00011	006D21A	11/21/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	237,600
Pakistan	P00011	007D21A	11/22/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	184,300

Indonesia	P00011	009D21A	11/19/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	334,180
Indonesia	P00011	028D21A	11/29/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	48,580
Indonesia	P00011	012D21A	11/23/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	637,560
Indonesia	P00011	021D21A	11/26/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	646,100
Indonesia	P00011	026D21A	11/26/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	20,160
Indonesia	P00011	023D21A	11/29/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,313,480
Bangladesh	P00011	075C21A	11/11/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	1,552,000
Bangladesh	P00011	077C21B	11/14/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	882,000
Bangladesh	P00011	004D21A	11/18/2021	mRNA-1273 MDV-10 10 pack	Lonza-Portsmouth	Catalent	66,000
Bhutan	P00011	007D21A	11/22/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	500,000
El Salvador	P00012	027D21A	11/28/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,500,100
Haiti	P00012	046C21A	11/06/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	475,200
Haiti	P00012	040C21A	10/30/2021	mRNA-1273 MDV-10 10 pack	Lonza-Portsmouth	Catalent	24,800
Ukraine	P00012	040D21A	12/02/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	997,920

Ukraine	P00012	041D21A	12/04/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	987,420
Ukraine	P00012	063D21A	12/05/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	14,700
Vietnam	P00012	064D21A	12/07/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	332,640
Vietnam	P00012	939889	12/05/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Baxter	864,500
Vietnam	P00012	939890	12/06/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portmouth	Baxter	802,900
Guatemala	P00011	034C21A	10/29/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	26,400
Guatemala	P00011	039C21A	10/29/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	52,400
Guatemala	P00011	045C21A	11/4/2021	mRNA-1273 MDV-10 10 pack	Lonza-Portsmouth	Catalent	237,600
Guatemala	P00011	053C21A	11/9/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	917,600
Guatemala	P00011	007D21A	11/22/2021	mRNA-1273 MDV-10 10 pack	Moderna-Norwood	Catalent	266,000
Argentina	P00013	078C21A	11/15/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	477,260
Argentina	P00013	080C21A	11/18/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,301,300
Argentina	P00013	022D21A	11/28/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	959,140
Argentina	P00013	024D21A	11/30/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	762,300

Indonesia (2)	P00012	008D21A	12/1/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,039,920
Indonesia (2)	P00012	066D21A	12/9/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	460,180
Fiji	P00012	078C21A	11/15/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	150,080
Sri Lanka	P00012	028D21A	11/29/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,135,680
Sri Lanka	P00012	066D21A	12/9/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	364,420
Bangladesh (2)	P00013	024D21A	11/30/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	332,640
Bangladesh (2)	P00013	008D21A	12/1/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	332,640
Bangladesh (2)	P00013	939888	12/3/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Baxter	871,220
Bangladesh (2)	P00013	939890	12/6/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Baxter	47,880
Bangladesh (2)	P00013	064D21A	12/7/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	835,800
Bangladesh (2)	P00013	066D21A	12/9/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	204,960
Bangladesh (2)	P00013	091D21A	12/12/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	374,920
El Salvador (2)	P00013	024D21A	11/30/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	51,380
El Salvador (2)	P00013	047D21A	11/30/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,386,700

El Salvador (2)	P00013	939894	12/25/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Baxter	62,020
Guatemala (2)	P00013	038D21A	11/27/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,531,740
Guatemala (2)	P00013	054D21A	12/1/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,346,800
Guatemala (2)	P00013	040D21A	12/2/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	97,300
Guatemala (2)	P00013	063D21A	12/5/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	24,220
Honduras (2)	P00013	063D21A	12/5/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	983,080
Honduras (2)	P00013	065D21A	12/8/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	517,020
Vietnam	P00013	065D21A	12/8/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	529,200
Vietnam	P00013	067D21A	12/11/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,188,880
Vietnam	P00013	086D21A	12/21/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,282,120
Colombia	P00013	055D21A	12/5/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	1,252,720
Colombia	P00013	056D21A	12/7/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	927,220
Colombia	P00013	059D21A	12/12/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	494,060
Colombia	P00013	060D21A	12/13/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	570,780

Colombia	P00013	014E21A	12/16/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	255,220
Pakistan (2)	P00013	014E21A	12/16/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	997,920
Pakistan (2)	P00013	939892	12/18/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Baxter	812,700
Pakistan (2)	P00013	939893	12/19/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Baxter	661,360
Pakistan (2)	P00013	087D21A	12/23/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	528,080
Tajikistan	P00013	939891	12/12/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Baxter	668,780
Tajikistan	P00013	048E21A	1/7/2022	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	704,200
Tajikistan	P00013	055E21A	1/6/2022	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	60,480
Tajikistan	P00013	086D21A	12/21/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	66,640
Philippines	P00013	054C21A	11/13/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	140
Philippines	P00013	056D21A	12/7/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	332,640
Philippines	P00013	057D21A	12/9/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	439,600
Philippines	P00013	059D21A	12/12/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	332,640
Philippines	P00013	014E21A	12/16/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	105,700

Philippines	P00013	087D21A	12/23/2021	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	36,400
Philippines	P00013	939894	12/25/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Baxter	786,240
Philippines	P00013	055E21A	1/6/2022	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	437,500
Philippines	P00013	939900	1/12/2022	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Baxter	529,200
Uzbekistan	P00013	939891	12/16/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Baxter	120,400
Uzbekistan	P00013	058D21A	9/11/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,174,880
Uzbekistan	P00013	063D21A	12/5/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	29,540
Uzbekistan	P00013	065D21A	12/8.2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	148,260
Uzbekistan	P00013	057E21A	1/9/2022	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	813,540
Uzbekistan	P00013	067D21A	12/11/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	27,020
Uzbekistan	P00013	048E21A	1/7/2022	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	686,420
Tunisia	P00013	025D21A	11/25/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	997,920
Tunisia	P00013	057E21A	1/9/2022	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	2,100
Nigeria	P00013	066D21A	12/9/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	85,120

Nigeria	P00013	084D21A	12/18/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	942,760
Nigeria	P00013	084D21A-1	12/18/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	450,380
Nigeria	P00013	939895	12/30/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Baxter	855,960
Nigeria	P00013	939896	1/2/2022	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Baxter	788,200
Nigeria	P00013	059E21A	1/11/2022	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	665,280
Nigeria	P00013	002F21A	1/14/2022	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	212,380
Indonesia (3)	P00013	083D21A	12/16/2021	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,058,680
Indonesia (3)	P00013	055E21A	1/6/2022	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Catalent	332,640
Indonesia (3)	P00013	939900	1/12/2022	mRNA-1273 MDV-14 10 pack	Lonza-Portsmouth	Baxter	378,000
Indonesia (3)	P00013	001F21A	1/12/2022	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	1,398,040
Indonesia (3)	P00013	002F21A	1/14/2022	mRNA-1273 MDV-14 10 pack	Moderna-Norwood	Catalent	332,640

Attachment 0008

Performance Based Payment (PBP) Milestone Billing Plan

8 July 2021

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The Milestone Invoicing Plan is shown below. The number of each type of milestone completed each month is indicated in the Milestone Plan. Invoices for performance-based payment requests are computed using the dollar value for each type of milestone multiplied by the number of milestones of that type completed in the preceding month. The contractor shall not receive milestone payments for milestones which are not achieved in a given month. The contractor shall not receive milestone payments in a given month in excess of the amounts required by the Milestone Invoicing Plan below. However, the contractor may receive milestone payments in excess of the amounts required by the Milestone Invoicing Plan below if the contractor achieves milestones scheduled for an earlier month in addition to the milestones required for a given month.

The contract provides for performance-based payments. Payments shall be made in accordance with the Milestone Invoicing Plan below. Performance-based payments are on a whole CLIN basis. Total performance-based payments shall not exceed 90 percent of the total CLIN price. Performance-based payments are recouped by the Government through deductions of payments otherwise due to the contractor for the partial or complete delivery of contract items. The deductions are made by applying a liquidation rate to the price of delivered contract items. The liquidation rate is 90 percent.

There are three types of milestones for invoicing, as enumerated below, together with their associated criteria for verifying milestone completion.
1. Capacity and Raw Material Reservation – Evidence shall be provided for milestone acceptance.
2. Delivery of cGMP mRNA-1273 suitable for use under EUA or Licensure – Evidence of receipt of materials shall be provided.

The type of milestone is identified below as either a severable (S) or a cumulative (C) event, together with the value of each occurrence of the type of milestone. These values are used for computing the performance-based finance request each month.

Liquidation Rate - 50%

Type of Milestone	Event	Value of Each Milestone
Capacity and Raw Material Reservation	S	$601,400,000
Delivery of cGMP mRNA-1273 suitable for use under EUA or Licensure	C	$632,008,000

PRIME CLIN 0001 **PBPA 001** 0001AA 0001AB 0001AC 0001AD

Milestone Plan	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	Total
Capacity and Raw Material Reservation	0	1	0	0	0	0	0	0	0	**1**
Delivery of cGMP MRNA-1273	0	0	0	0	25	36.7	50	55	0	**166.7**
Invoice Plan	**Aug-20**	**Sep-20**	**Oct-20**	**Nov-20**	**Dec-20**	**Jan-21**	**Feb-21**	**Mar-21**	**Apr-21**	**Total**
Capacity and Raw Material Reservation	$ -	$ 601,400,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 601,400,000**
Delivery of cGMP MRNA-1273	$ -	$ -	$ -	$ -	$ 94,861,200	$ 139,129,760	$ 189,322,400	$ 208,694,640	$ -	**$ 632,008,000**
Total Price	**$ -**	**$ 601,400,000**	**$ -**	**$ -**	**$ 94,861,200**	**$ 139,129,760**	**$ 189,322,400**	**$ 208,694,640**	**$ -**	**$ 1,233,408,000**

100,000,00

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	Sch Date		Liquidation Amount	PBP Balance
0001	Performance Payment	PBPA 001	N	1	Capacity and Raw Material Reservation		$601,400,000		$601,400,000	Sep-20			
												Liquidation Amount	PBP Balance
CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	Sch Date			$90,150,000
0001AA	Receiving Report	BVN0001	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$86,544,000
0001AA	Receiving Report	BVN0002	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$82,938,000
0001AA	Receiving Report	BVN0003	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$79,332,000
0001AA	Receiving Report	BVN0004	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$75,726,000
0001AA	Receiving Report	BVN0005	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$72,120,000
0001AA	Receiving Report	BVN0006	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$68,514,000
0001AA	Receiving Report	BVN0007	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$64,908,000
0001AA	Receiving Report	BVN0008	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$61,302,000
0001AA	Receiving Report	BVN0009	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$57,696,000
0001AA	Receiving Report	BVN0010	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$54,090,000
0001AA	Receiving Report	BVN0011	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$50,484,000
0001AA	Receiving Report	BVN0012	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$46,878,000
0001AA	Receiving Report	BVN0013	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$43,272,000
0001AA	Receiving Report	BVN0014	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$39,666,000
0001AA	Receiving Report	BVN0015	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$36,060,000
0001AA	Receiving Report	BVN0016	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$32,454,000
0001AA	Receiving Report	BVN0017	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$28,848,000
0001AA	Receiving Report	BVN0018	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$25,242,000
0001AA	Receiving Report	BVN0019	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$21,636,000
0001AA	Receiving Report	BVN0020	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$18,030,000
0001AA	Receiving Report	BVN0021	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$14,424,000
0001AA	Receiving Report	BVN0022	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$10,818,000
0001AA	Receiving Report	BVN0023	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$7,212,000
0001AA	Receiving Report	BVN0024	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$3,606,000
0001AA	Receiving Report	BVN0025	Y		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Dec-20		$3,606,000	$0
												Liquidation Amount	PBP Balance
CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	Sch Date			$132,220,000
0001AB	Receiving Report	ISF0001	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$128,614,000
0001AB	Receiving Report	ISF0002	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$125,008,000
0001AB	Receiving Report	ISF0003	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$121,402,000
0001AB	Receiving Report	ISF0004	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$117,796,000
0001AB	Receiving Report	ISF0005	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$114,190,000
0001AB	Receiving Report	ISF0006	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$110,584,000
0001AB	Receiving Report	ISF0007	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$106,978,000
0001AB	Receiving Report	ISF0008	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$103,372,000
0001AB	Receiving Report	ISF0009	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$99,766,000
0001AB	Receiving Report	ISF0010	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$96,160,000
0001AB	Receiving Report	ISF0011	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$92,554,000
0001AB	Receiving Report	ISF0012	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$88,948,000
0001AB	Receiving Report	ISF0013	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$85,342,000
0001AB	Receiving Report	ISF0014	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$81,736,000
0001AB	Receiving Report	ISF0015	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$78,130,000
0001AB	Receiving Report	ISF0016	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$74,524,000
0001AB	Receiving Report	ISF0017	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$70,918,000
0001AB	Receiving Report	ISF0018	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$67,312,000
0001AB	Receiving Report	ISF0019	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$63,706,000
0001AB	Receiving Report	ISF0020	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$60,100,000
0001AB	Receiving Report	ISF0021	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$56,494,000
0001AB	Receiving Report	ISF0022	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$52,888,000
0001AB	Receiving Report	ISF0023	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$49,282,000
0001AB	Receiving Report	ISF0024	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$45,676,000
0001AB	Receiving Report	ISF0025	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$42,070,000
0001AB	Receiving Report	ISF0026	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$38,464,000
0001AB	Receiving Report	ISF0027	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$34,858,000
0001AB	Receiving Report	ISF0028	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$31,252,000
0001AB	Receiving Report	ISF0029	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$27,646,000
0001AB	Receiving Report	ISF0030	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$24,040,000
0001AB	Receiving Report	ISF0031	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$20,434,000
0001AB	Receiving Report	ISF0032	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$16,828,000
0001AB	Receiving Report	ISF0033	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$13,222,000
0001AB	Receiving Report	ISF0034	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$9,616,000
0001AB	Receiving Report	ISF0035	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$6,010,000
0001AB	Receiving Report	ISF0036	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Jan-21		$3,606,000	$2,404,000
0001AB	Receiving Report	ISF0037	Y		Delivery of cGMP MRNA-1273	400,000	$4,933,632	51%	$2,529,632	Jan-21	(This is the .7)	$2,404,000	$0
												Liquidation Amount	PBP Balance
CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	Sch Date			$180,700,000
0001AC	Receiving Report	DRA0001	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	45%	$3,394,448	Feb-21		$4,006,000	$176,694,000
0001AC	Receiving Report	DRA0002	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$173,088,000
0001AC	Receiving Report	DRA0003	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$169,482,000
0001AC	Receiving Report	DRA0004	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$165,876,000
0001AC	Receiving Report	DRA0005	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$162,270,000
0001AC	Receiving Report	DRA0006	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$158,664,000
0001AC	Receiving Report	DRA0007	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$155,058,000
0001AC	Receiving Report	DRA0008	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$151,452,000
0001AC	Receiving Report	DRA0009	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$147,846,000
0001AC	Receiving Report	DRA0010	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$144,240,000
0001AC	Receiving Report	DRA0011	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$140,634,000
0001AC	Receiving Report	DRA0012	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$137,028,000
0001AC	Receiving Report	DRA0013	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$133,422,000
0001AC	Receiving Report	DRA0014	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$129,816,000
0001AC	Receiving Report	DRA0015	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$126,210,000
0001AC	Receiving Report	DRA0016	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$122,604,000
0001AC	Receiving Report	DRA0017	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$118,998,000
0001AC	Receiving Report	DRA0018	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$115,392,000
0001AC	Receiving Report	DRA0019	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$111,786,000
0001AC	Receiving Report	DRA0020	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$108,180,000
0001AC	Receiving Report	DRA0021	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$104,574,000
0001AC	Receiving Report	DRA0022	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$100,968,000
0001AC	Receiving Report	DRA0023	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$97,362,000
0001AC	Receiving Report	DRA0024	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$93,756,000
0001AC	Receiving Report	DRA0025	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$90,150,000
0001AC	Receiving Report	DRA0026	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$86,544,000
0001AC	Receiving Report	DRA0027	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$82,938,000
0001AC	Receiving Report	DRA0028	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$79,332,000
0001AC	Receiving Report	DRA0029	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$75,726,000
0001AC	Receiving Report	DRA0030	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$72,120,000
0001AC	Receiving Report	DRA0031	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$68,514,000
0001AC	Receiving Report	DRA0032	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$64,908,000
0001AC	Receiving Report	DRA0033	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$61,302,000
0001AC	Receiving Report	DRA0034	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$57,696,000
0001AC	Receiving Report	DRA0035	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$54,090,000
0001AC	Receiving Report	DRA0036	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$50,484,000
0001AC	Receiving Report	DRA0037	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$46,878,000
0001AC	Receiving Report	DRA0038	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$43,272,000
0001AC	Receiving Report	DRA0039	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$39,666,000
0001AC	Receiving Report	DRA0040	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$36,060,000
0001AC	Receiving Report	DRA0041	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$32,454,000
0001AC	Receiving Report	DRA0042	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$28,848,000
0001AC	Receiving Report	DRA0043	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21		$3,606,000	$25,242,000

0001AC	Receiving Report	DRA0044	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21	$3,606,000	$21,636,000
0001AC	Receiving Report	DRA0045	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21	$3,606,000	$18,030,000
0001AC	Receiving Report	DRA0046	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21	$3,606,000	$14,424,000
0001AC	Receiving Report	DRA0047	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21	$3,606,000	$10,818,000
0001AC	Receiving Report	DRA0048	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21	$3,606,000	$7,212,000
0001AC	Receiving Report	DRA0049	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21	$3,606,000	$3,606,000
0001AC	Receiving Report	DRA0050	Y		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Feb-21	$3,606,000	$0

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	Sch Date	Liquidation Amount	PBP Balance
												$198,330,000
0001AD	Receiving Report	GVN0001	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$194,724,000
0001AD	Receiving Report	GVN0002	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$191,118,000
0001AD	Receiving Report	GVN0003	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$187,512,000
0001AD	Receiving Report	GVN0004	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$183,906,000
0001AD	Receiving Report	GVN0005	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$180,300,000
0001AD	Receiving Report	GVN0006	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$176,694,000
0001AD	Receiving Report	GVN0007	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$173,088,000
0001AD	Receiving Report	GVN0008	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$169,482,000
0001AD	Receiving Report	GVN0009	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$165,876,000
0001AD	Receiving Report	GVN0010	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$162,270,000
0001AD	Receiving Report	GVN0011	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$158,664,000
0001AD	Receiving Report	GVN0012	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$155,058,000
0001AD	Receiving Report	GVN0013	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$151,452,000
0001AD	Receiving Report	GVN0014	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$147,846,000
0001AD	Receiving Report	GVN0015	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$144,240,000
0001AD	Receiving Report	GVN0016	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$140,634,000
0001AD	Receiving Report	GVN0017	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$137,028,000
0001AD	Receiving Report	GVN0018	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$133,422,000
0001AD	Receiving Report	GVN0019	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$129,816,000
0001AD	Receiving Report	GVN0020	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$126,210,000
0001AD	Receiving Report	GVN0021	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$122,604,000
0001AD	Receiving Report	GVN0022	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$118,998,000
0001AD	Receiving Report	GVN0023	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$115,392,000
0001AD	Receiving Report	GVN0024	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$111,786,000
0001AD	Receiving Report	GVN0025	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$108,180,000
0001AD	Receiving Report	GVN0026	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$104,574,000
0001AD	Receiving Report	GVN0027	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$100,968,000
0001AD	Receiving Report	GVN0028	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$97,362,000
0001AD	Receiving Report	GVN0029	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$93,756,000
0001AD	Receiving Report	GVN0030	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$90,150,000
0001AD	Receiving Report	GVN0031	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$86,544,000
0001AD	Receiving Report	GVN0032	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$82,938,000
0001AD	Receiving Report	GVN0033	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$79,332,000
0001AD	Receiving Report	GVN0034	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$75,726,000
0001AD	Receiving Report	GVN0035	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$72,120,000
0001AD	Receiving Report	GVN0036	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$68,514,000
0001AD	Receiving Report	GVN0037	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$64,908,000
0001AD	Receiving Report	GVN0038	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$61,302,000
0001AD	Receiving Report	GVN0039	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$57,696,000
0001AD	Receiving Report	GVN0040	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$54,090,000
0001AD	Receiving Report	GVN0041	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$50,484,000
0001AD	Receiving Report	GVN0042	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$46,878,000
0001AD	Receiving Report	GVN0043	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$43,272,000
0001AD	Receiving Report	GVN0044	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$39,666,000
0001AD	Receiving Report	GVN0045	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$36,060,000
0001AD	Receiving Report	GVN0046	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$32,454,000
0001AD	Receiving Report	GVN0047	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$28,848,000
0001AD	Receiving Report	GVN0048	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$25,242,000
0001AD	Receiving Report	GVN0049	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$21,636,000
0001AD	Receiving Report	GVN0050	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$18,030,000
0001AD	Receiving Report	GVN0051	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$14,424,000
0001AD	Receiving Report	GVN0052	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$10,818,000
0001AD	Receiving Report	GVN0053	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$7,212,000
0001AD	Receiving Report	GVN0054	N		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$3,606,000
0001AD	Receiving Report	GVN0055	Y		Delivery of cGMP MRNA-1273	600,000	$7,400,448	51%	$3,794,448	Mar-21	$3,606,000	$0
						100,000,000	$1,233,408,000		$1,233,408,000			

The Milestone Invoicing Plan is shown below. The number of each type of milestone completed each month is indicated in the Milestone Plan. Invoices for performance-based payment requests are computed using the dollar value for each type of milestone multiplied by the number of milestones of that type completed in the preceding month. The contractor shall not receive milestone payments for milestones which are not achieved in a given month. The contractor shall not receive milestone payments in a given month in excess of the amounts required by the Milestone Invoicing Plan below. However, the contractor may receive milestone payments in excess of the amounts required by the Milestone Invoicing Plan below if the contractor achieves milestones scheduled for an earlier month in addition to the milestones required for a given month.

The contract provides for performance-based payments. Payments shall be made in accordance with the Milestone Invoicing Plan below. Performance-based payments are on a whole CLIN basis. Total performance-based payments shall not exceed 90 percent of the total CLIN price. Performance-based payments are recouped by the Government through deductions of payments otherwise due to the contractor for the partial or complete delivery of contract items. The deductions are made by applying a liquidation rate to the price of delivered contract items. The liquidation rate is 90 percent.

There are three types of milestones for invoicing, as enumerated below, together with their associated criteria for verifying milestone completion.
1. Capacity and Raw Material Reservation – Evidence shall be provided for milestone acceptance.
2. Delivery of cGMP mRNA-1273 suitable for use under EUA or Licensure – Evidence of receipt of materials shall be provided.

The type of milestone is identified below as either a severable (S) or a cumulative (C) event, together with the value of each occurrence of the type of milestone. These values are used for computing the performance-based finance request each month.

Liquidation Rate - 50%

Type of Milestone	Event	Value of Each Milestone
Capacity and Raw Material Reservation	S	$454,400,000
Delivery of cGMP mRNA-1273 suitable for use under EUA or Licensure	C	$1,203,790,000

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Milestone Plan	Apr-21	May-21	Jun-21	Total
Capacity and Raw Material Reservation	1	0	0	**1**
Delivery of cGMP MRNA-1273	55.7	55.7	55.3	**166.7**
Invoice Plan	**Apr-21**	**May-21**	**Jun-21**	**Total**
Capacity and Raw Material Reservation	$ 454,400,000	$ -	$ -	**$ 454,400,000**
Delivery of cGMP MRNA-1273	$ 401,765,553	$ 401,765,553	$ 400,258,894	**$ 1,203,790,000**
Total Price	**$ 856,165,553**	**$ 401,765,553**	**$ 400,258,894**	**$ 1,658,190,000**

100,000,000 Doses

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	Sch Date	Liquidation Amount	PBP Balance
1001	Performance Payment	PBPA 002	N	1	Capacity and Raw Material Reservation		$454,400,000		$454,400,000	Sep-20		
											Liquidation Amount	PBP Balance
												$152,069,907
1001AA	Receiving Report	BVN0001	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$149,320,677
1001AA	Receiving Report	BVN0002	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$146,571,447
1001AA	Receiving Report	BVN0003	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$143,822,217
1001AA	Receiving Report	BVN0004	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$141,072,987
1001AA	Receiving Report	BVN0005	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$138,323,757
1001AA	Receiving Report	BVN0006	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$135,574,527
1001AA	Receiving Report	BVN0007	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$132,825,297
1001AA	Receiving Report	BVN0008	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$130,076,067
1001AA	Receiving Report	BVN0009	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$127,326,837
1001AA	Receiving Report	BVN0010	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$124,577,607
1001AA	Receiving Report	BVN0011	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$121,828,377
1001AA	Receiving Report	BVN0012	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$119,079,147
1001AA	Receiving Report	BVN0013	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$116,329,917
1001AA	Receiving Report	BVN0014	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$113,580,687
1001AA	Receiving Report	BVN0015	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$110,831,457
1001AA	Receiving Report	BVN0016	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$108,082,227
1001AA	Receiving Report	BVN0017	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$105,332,997
1001AA	Receiving Report	BVN0018	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$102,583,767
1001AA	Receiving Report	BVN0019	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$99,834,537
1001AA	Receiving Report	BVN0020	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$97,085,307
1001AA	Receiving Report	BVN0021	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$94,336,077
1001AA	Receiving Report	BVN0022	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$91,586,847
1001AA	Receiving Report	BVN0023	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$88,837,617
1001AA	Receiving Report	BVN0024	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$86,088,387
1001AA	Receiving Report	BVN0025	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$83,339,157
1001AA	Receiving Report	BVN0026	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$80,589,927
1001AA	Receiving Report	BVN0027	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$77,840,697
1001AA	Receiving Report	BVN0028	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$75,091,467
1001AA	Receiving Report	BVN0029	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$72,342,237
1001AA	Receiving Report	BVN0030	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$69,593,007
1001AA	Receiving Report	BVN0031	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$66,843,777
1001AA	Receiving Report	BVN0032	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$64,094,547
1001AA	Receiving Report	BVN0033	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$61,345,317
1001AA	Receiving Report	BVN0034	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$58,596,087
1001AA	Receiving Report	BVN0035	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$55,846,857
1001AA	Receiving Report	BVN0036	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$53,097,627
1001AA	Receiving Report	BVN0037	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$50,348,397
1001AA	Receiving Report	BVN0038	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$47,599,167
1001AA	Receiving Report	BVN0039	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$44,849,937
1001AA	Receiving Report	BVN0040	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$42,100,707
1001AA	Receiving Report	BVN0041	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$39,351,477
1001AA	Receiving Report	BVN0042	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$36,602,247
1001AA	Receiving Report	BVN0043	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$33,853,017
1001AA	Receiving Report	BVN0044	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$31,103,787
1001AA	Receiving Report	BVN0045	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$28,354,557
1001AA	Receiving Report	BVN0046	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$25,605,327
1001AA	Receiving Report	BVN0047	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$22,856,097
1001AA	Receiving Report	BVN0048	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$20,106,867
1001AA	Receiving Report	BVN0049	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$17,357,637
1001AA	Receiving Report	BVN0050	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$14,608,407
1001AA	Receiving Report	BVN0051	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$11,859,177
1001AA	Receiving Report	BVN0052	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$9,109,947
1001AA	Receiving Report	BVN0053	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$6,360,717
1001AA	Receiving Report	BVN0054	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$3,611,487
1001AA	Receiving Report	BVN0055	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Apr-21	$2,749,230	$862,257
1001AA	Receiving Report	BVN0056	Y		Delivery of cGMP MRNA-1273	400,000	$6,632,760	28%	$5,770,503	Apr-21	$862,257	$0
											Liquidation Amount	PBP Balance
												$152,069,907
1001AB	Receiving Report	ISF0001	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$149,320,677
1001AB	Receiving Report	ISF0002	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$146,571,447
1001AB	Receiving Report	ISF0003	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$143,822,217
1001AB	Receiving Report	ISF0004	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$141,072,987
1001AB	Receiving Report	ISF0005	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$138,323,757
1001AB	Receiving Report	ISF0006	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$135,574,527
1001AB	Receiving Report	ISF0007	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$132,825,297
1001AB	Receiving Report	ISF0008	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$130,076,067
1001AB	Receiving Report	ISF0009	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$127,326,837
1001AB	Receiving Report	ISF0010	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$124,577,607
1001AB	Receiving Report	ISF0011	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$121,828,377
1001AB	Receiving Report	ISF0012	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$119,079,147
1001AB	Receiving Report	ISF0013	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$116,329,917
1001AB	Receiving Report	ISF0014	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$113,580,687
1001AB	Receiving Report	ISF0015	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$110,831,457
1001AB	Receiving Report	ISF0016	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$108,082,227
1001AB	Receiving Report	ISF0017	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$105,332,997
1001AB	Receiving Report	ISF0018	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$102,583,767
1001AB	Receiving Report	ISF0019	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$99,834,537
1001AB	Receiving Report	ISF0020	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$97,085,307
1001AB	Receiving Report	ISF0021	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$94,336,077
1001AB	Receiving Report	ISF0002	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$91,586,847
1001AB	Receiving Report	ISF0003	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$88,837,617
1001AB	Receiving Report	ISF0004	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$86,088,387
1001AB	Receiving Report	ISF0005	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$83,339,157
1001AB	Receiving Report	ISF0006	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$80,589,927
1001AB	Receiving Report	ISF0007	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$77,840,697
1001AB	Receiving Report	ISF0008	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$75,091,467
1001AB	Receiving Report	ISF0009	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$72,342,237
1001AB	Receiving Report	ISF0010	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$69,593,007
1001AB	Receiving Report	ISF0011	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$66,843,777
1001AB	Receiving Report	ISF0012	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$64,094,547
1001AB	Receiving Report	ISF0013	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$61,345,317
1001AB	Receiving Report	ISF0014	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$58,596,087
1001AB	Receiving Report	ISF0015	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$55,846,857
1001AB	Receiving Report	ISF0016	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$53,097,627
1001AB	Receiving Report	ISF0017	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$50,348,397
1001AB	Receiving Report	ISF0018	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$47,599,167
1001AB	Receiving Report	ISF0019	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$44,849,937
1001AB	Receiving Report	ISF0020	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$42,100,707
1001AB	Receiving Report	ISF0022	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$39,351,477
1001AB	Receiving Report	ISF0023	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$36,602,247
1001AB	Receiving Report	ISF0024	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$33,853,017
1001AB	Receiving Report	ISF0025	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$31,103,787
1001AB	Receiving Report	ISF0026	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$28,354,557
1001AB	Receiving Report	ISF0027	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$25,605,327
1001AB	Receiving Report	ISF0028	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$22,856,097
1001AB	Receiving Report	ISF0029	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$20,106,867
1001AB	Receiving Report	ISF0030	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$17,357,637
1001AB	Receiving Report	ISF0031	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$14,608,407
1001AB	Receiving Report	ISF0032	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$11,859,177
1001AB	Receiving Report	ISF0033	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$9,109,947
1001AB	Receiving Report	ISF0034	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21	$2,749,230	$6,360,717

1001AB	Receiving Report	ISF0035	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21		$2,749,230	$3,611,487
1001AB	Receiving Report	ISF0036	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	May-21		$2,749,230	$862,257
1001AB	Receiving Report	ISF0037	Y		Delivery of cGMP MRNA-1273	400,000	$6,632,760	28%	$5,770,503	May-21		$862,257	$0
												Liquidation Amount	**PBP Balance**
													$150,260,186
CLIN	**Type**	**Invoice #**	**Final Invoice**	**Event #**	**Brief Event Description**	**Doses Per Event**	**Value**	**Reimbursement Decrement**	**Amount to Invoice**	**Sch Date**			
1001AC	Receiving Report	DRA0001	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$147,510,956
1001AC	Receiving Report	DRA0002	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$144,761,726
1001AC	Receiving Report	DRA0003	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$142,012,496
1001AC	Receiving Report	DRA0004	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$139,263,266
1001AC	Receiving Report	DRA0005	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$136,514,036
1001AC	Receiving Report	DRA0006	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$133,764,806
1001AC	Receiving Report	DRA0007	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$131,015,576
1001AC	Receiving Report	DRA0008	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$128,266,346
1001AC	Receiving Report	DRA0009	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$125,517,116
1001AC	Receiving Report	DRA0010	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$122,767,886
1001AC	Receiving Report	DRA0011	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$120,018,656
1001AC	Receiving Report	DRA0012	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$117,269,426
1001AC	Receiving Report	DRA0013	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$114,520,196
1001AC	Receiving Report	DRA0014	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$111,770,966
1001AC	Receiving Report	DRA0015	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$109,021,736
1001AC	Receiving Report	DRA0016	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$106,272,506
1001AC	Receiving Report	DRA0017	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$103,523,276
1001AC	Receiving Report	DRA0018	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$100,774,046
1001AC	Receiving Report	DRA0019	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$98,024,816
1001AC	Receiving Report	DRA0020	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$95,275,586
1001AC	Receiving Report	DRA0021	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$92,526,356
1001AC	Receiving Report	DRA0022	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$89,777,126
1001AC	Receiving Report	DRA0023	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$87,027,896
1001AC	Receiving Report	DRA0024	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$84,278,666
1001AC	Receiving Report	DRA0025	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$81,529,436
1001AC	Receiving Report	DRA0026	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$78,780,206
1001AC	Receiving Report	DRA0027	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$76,030,976
1001AC	Receiving Report	DRA0028	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$73,281,746
1001AC	Receiving Report	DRA0029	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$70,532,516
1001AC	Receiving Report	DRA0030	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$67,783,286
1001AC	Receiving Report	DRA0031	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$65,034,056
1001AC	Receiving Report	DRA0032	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$62,284,826
1001AC	Receiving Report	DRA0033	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$59,535,596
1001AC	Receiving Report	DRA0034	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$56,786,366
1001AC	Receiving Report	DRA0035	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$54,037,136
1001AC	Receiving Report	DRA0036	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$51,287,906
1001AC	Receiving Report	DRA0037	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$48,538,676
1001AC	Receiving Report	DRA0038	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$45,789,446
1001AC	Receiving Report	DRA0039	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$43,040,216
1001AC	Receiving Report	DRA0040	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$40,290,986
1001AC	Receiving Report	DRA0035	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$37,541,756
1001AC	Receiving Report	DRA0036	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$34,792,526
1001AC	Receiving Report	DRA0037	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$32,043,296
1001AC	Receiving Report	DRA0038	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$29,294,066
1001AC	Receiving Report	DRA0039	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$26,544,836
1001AC	Receiving Report	DRA0040	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$23,795,606
1001AC	Receiving Report	DRA0041	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$21,046,376
1001AC	Receiving Report	DRA0042	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$18,297,146
1001AC	Receiving Report	DRA0043	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$15,547,916
1001AC	Receiving Report	DRA0044	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$12,798,686
1001AC	Receiving Report	DRA0045	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$10,049,456
1001AC	Receiving Report	DRA0046	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$7,300,226
1001AC	Receiving Report	DRA0047	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$4,550,996
1001AC	Receiving Report	DRA0048	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	28%	$7,199,910	Jun-21		$2,749,230	$1,801,766
1001AC	Receiving Report	DRA0049	N		Delivery of cGMP MRNA-1273	600,000	$9,949,140	18%	$8,147,374	Jun-21		$1,801,766	$0
1001AC	Receiving Report	DRA0050	Y		Delivery of cGMP MRNA-1273	200,000	$3,316,380	0%	$3,316,380	Jun-21		$0	$0
						100,000,000	$1,658,190,000		$1,658,190,000				

The Milestone Invoicing Plan is shown below. The number of each type of milestone completed each month is indicated in the Milestone Plan. Invoices for performance-based payment requests are computed using the dollar value for each type of milestone multiplied by the number of milestones of that type completed in the preceding month. The contractor shall not receive milestone payments for milestones which are not achieved in a given month. The contractor shall not receive milestone payments in a given month in excess of the amounts required by the Milestone Invoicing Plan below. However, the contractor may receive milestone payments in excess of the amounts required by the Milestone Invoicing Plan below if the contractor achieves milestones scheduled for an earlier month in addition to the milestones required for a given month.

The contract provides for performance-based payments. Payments shall be made in accordance with the Milestone Invoicing Plan below. Performance-based payments are on a whole CLIN basis. Total performance-based payments shall not exceed 90 percent of the total CLIN price. Performance-based payments are recouped by the Government through deductions of payments otherwise due to the contractor for the partial or complete delivery of contract items. The deductions are made by applying a liquidation rate to the price of delivered contract items. The liquidation rate is 90 percent.

There are three types of milestones for invoicing, as enumerated below, together with their associated criteria for verifying milestone completion.
1. Capacity and Raw Material Reservation – Evidence shall be provided for milestone acceptance.
2. Delivery of cGMP mRNA-1273 suitable for use under EUA or Licensure – Evidence of receipt of materials shall be provided.

The type of milestone is identified below as either a severable (S) or a cumulative (C) event, together with the value of each occurrence of the type of milestone. These values are used for computing the performance-based finance request each month.

Liquidation Rate - 50%

Type of Milestone	Event	Value of Each Milestone
Capacity and Raw Material Reservation	S	$454,400,000
Delivery of cGMP mRNA-1273 suitable for use under EUA or Licensure	C	$1,195,600,000

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Milestone Plan	Jul-21	Aug-21	Sep-21	Total
Capacity and Raw Material Reservation	1	0	0	**1**
Delivery of cGMP MRNA-1273	55.7	55.7	55.3	**166.7**
Invoice Plan	**Jul-21**	**Aug-21**	**Sep-21**	**Total**
Capacity and Raw Material Reservation	$ 454,400,000	$ -	$ -	**$ 454,400,000**
Delivery of cGMP MRNA-1273	$ 399,030,093	$ 399,030,093	$ 397,539,814	**$ 1,195,600,000**
Total Price	**$ 854,033,333**	**$ 399,633,333**	**$ 396,633,334**	**$ 1,650,000,000**

100,000,000 Doses

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	Sch Date	Liquidation Amount	PBP Balance
1001	Performance Payment	PBPA 003	N	1	Capacity and Raw Material Reservation		$454,400,000		$454,400,000	Sep-20		
[redacted]											Liquidation Amount	PBP Balance
												$152,069,907
2001AA	Receiving Report	BVN0001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$149,320,677
2001AA	Receiving Report	BVN0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$146,571,447
2001AA	Receiving Report	BVN0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$143,822,217
2001AA	Receiving Report	BVN0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$141,072,987
2001AA	Receiving Report	BVN0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$138,323,757
2001AA	Receiving Report	BVN0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$135,574,527
2001AA	Receiving Report	BVN0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$132,825,297
2001AA	Receiving Report	BVN0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$130,076,067
2001AA	Receiving Report	BVN0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$127,326,837
2001AA	Receiving Report	BVN0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$124,577,607
2001AA	Receiving Report	BVN0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$121,828,377
2001AA	Receiving Report	BVN0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$119,079,147
2001AA	Receiving Report	BVN0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$116,329,917
2001AA	Receiving Report	BVN0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$113,580,687
2001AA	Receiving Report	BVN0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$110,831,457
2001AA	Receiving Report	BVN0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$108,082,227
2001AA	Receiving Report	BVN0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$105,332,997
2001AA	Receiving Report	BVN0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$102,583,767
2001AA	Receiving Report	BVN0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$99,834,537
2001AA	Receiving Report	BVN0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$97,085,307
2001AA	Receiving Report	BVN0021	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$94,336,077
2001AA	Receiving Report	BVN0022	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$91,586,847
2001AA	Receiving Report	BVN0023	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$88,837,617
2001AA	Receiving Report	BVN0024	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$86,088,387
2001AA	Receiving Report	BVN0025	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$83,339,157
2001AA	Receiving Report	BVN0026	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$80,589,927
2001AA	Receiving Report	BVN0027	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$77,840,697
2001AA	Receiving Report	BVN0028	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$75,091,467
2001AA	Receiving Report	BVN0029	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$72,342,237
2001AA	Receiving Report	BVN0030	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$69,593,007
2001AA	Receiving Report	BVN0031	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$66,843,777
2001AA	Receiving Report	BVN0032	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$64,094,547
2001AA	Receiving Report	BVN0033	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$61,345,317
2001AA	Receiving Report	BVN0034	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$58,596,087
2001AA	Receiving Report	BVN0035	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$55,846,857
2001AA	Receiving Report	BVN0036	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$53,097,627
2001AA	Receiving Report	BVN0037	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$50,348,397
2001AA	Receiving Report	BVN0038	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$47,599,167
2001AA	Receiving Report	BVN0039	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$44,849,937
2001AA	Receiving Report	BVN0040	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$42,100,707
2001AA	Receiving Report	BVN0041	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$39,351,477
2001AA	Receiving Report	BVN0042	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$36,602,247
2001AA	Receiving Report	BVN0043	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$33,853,017
2001AA	Receiving Report	BVN0044	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$31,103,787
2001AA	Receiving Report	BVN0045	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$28,354,557
2001AA	Receiving Report	BVN0046	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$25,605,327
2001AA	Receiving Report	BVN0047	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$22,856,097
2001AA	Receiving Report	BVN0048	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$20,106,867
2001AA	Receiving Report	BVN0049	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$17,357,637
2001AA	Receiving Report	BVN0050	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$14,608,407
2001AA	Receiving Report	BVN0051	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$11,859,177
2001AA	Receiving Report	BVN0052	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$9,109,947
2001AA	Receiving Report	BVN0053	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$6,360,717
2001AA	Receiving Report	BVN0054	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Apr-21	$2,749,230	$3,611,487
2001AA	Receiving Report	BVN0055	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$8,121,333	Apr-21	$1,778,667	$1,832,820
2001AA	Receiving Report	BVN0056	Y		Delivery of cGMP MRNA-1273	400,000	$6,600,000	28%	$4,767,180	Apr-21	$1,832,820	$0
[redacted]											Liquidation Amount	PBP Balance
												$152,069,907
2001AB	Receiving Report	ISF0001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$149,320,677
2001AB	Receiving Report	ISF0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$146,571,447
2001AB	Receiving Report	ISF0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$143,822,217
2001AB	Receiving Report	ISF0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$141,072,987
2001AB	Receiving Report	ISF0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$138,323,757
2001AB	Receiving Report	ISF0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$135,574,527
2001AB	Receiving Report	ISF0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$132,825,297
2001AB	Receiving Report	ISF0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$130,076,067
2001AB	Receiving Report	ISF0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$127,326,837
2001AB	Receiving Report	ISF0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$124,577,607
2001AB	Receiving Report	ISF0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$121,828,377
2001AB	Receiving Report	ISF0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$119,079,147
2001AB	Receiving Report	ISF0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$116,329,917
2001AB	Receiving Report	ISF0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$113,580,687
2001AB	Receiving Report	ISF0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$110,831,457
2001AB	Receiving Report	ISF0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$108,082,227
2001AB	Receiving Report	ISF0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$105,332,997
2001AB	Receiving Report	ISF0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$102,583,767
2001AB	Receiving Report	ISF0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$99,834,537
2001AB	Receiving Report	ISF0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$97,085,307
2001AB	Receiving Report	ISF0021	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$94,336,077
2001AB	Receiving Report	ISF0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$91,586,847
2001AB	Receiving Report	ISF0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$88,837,617
2001AB	Receiving Report	ISF0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$86,088,387
2001AB	Receiving Report	ISF0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$83,339,157
2001AB	Receiving Report	ISF0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$80,589,927
2001AB	Receiving Report	ISF0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$77,840,697
2001AB	Receiving Report	ISF0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$75,091,467
2001AB	Receiving Report	ISF0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$72,342,237
2001AB	Receiving Report	ISF0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$69,593,007
2001AB	Receiving Report	ISF0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$66,843,777
2001AB	Receiving Report	ISF0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$64,094,547
2001AB	Receiving Report	ISF0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$61,345,317
2001AB	Receiving Report	ISF0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$58,596,087
2001AB	Receiving Report	ISF0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$55,846,857
2001AB	Receiving Report	ISF0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$53,097,627
2001AB	Receiving Report	ISF0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$50,348,397
2001AB	Receiving Report	ISF0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$47,599,167
2001AB	Receiving Report	ISF0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$44,849,937
2001AB	Receiving Report	ISF0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$42,100,707
2001AB	Receiving Report	ISF0022	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$39,351,477
2001AB	Receiving Report	ISF0023	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$36,602,247
2001AB	Receiving Report	ISF0024	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$33,853,017
2001AB	Receiving Report	ISF0025	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$31,103,787
2001AB	Receiving Report	ISF0026	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$28,354,557
2001AB	Receiving Report	ISF0027	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$25,605,327
2001AB	Receiving Report	ISF0028	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$22,856,097
2001AB	Receiving Report	ISF0029	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$20,106,867
2001AB	Receiving Report	ISF0030	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$17,357,637
2001AB	Receiving Report	ISF0031	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$14,608,407
2001AB	Receiving Report	ISF0032	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$11,859,177
2001AB	Receiving Report	ISF0033	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$9,109,947
2001AB	Receiving Report	ISF0034	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$6,360,717
2001AB	Receiving Report	ISF0035	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	May-21	$2,749,230	$3,611,487
2001AB	Receiving Report	ISF0036	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$8,121,333	May-21	$1,778,667	$1,832,820
2001AB	Receiving Report	ISF0037	Y		Delivery of cGMP MRNA-1273	400,000	$6,600,000	28%	$4,767,180	May-21	$1,832,820	$0
[redacted]											Liquidation Amount	PBP Balance

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	Sch Date		
2001AC	Receiving Report	DRA0001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21		$150,260,186
2001AC	Receiving Report	DRA0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$147,510,956
2001AC	Receiving Report	DRA0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$144,761,726
2001AC	Receiving Report	DRA0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$142,012,496
2001AC	Receiving Report	DRA0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$139,263,266
2001AC	Receiving Report	DRA0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$136,514,036
2001AC	Receiving Report	DRA0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$133,764,806
2001AC	Receiving Report	DRA0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$131,015,576
2001AC	Receiving Report	DRA0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$128,266,346
2001AC	Receiving Report	DRA0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$125,517,116
2001AC	Receiving Report	DRA0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$122,767,886
2001AC	Receiving Report	DRA0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$120,018,656
2001AC	Receiving Report	DRA0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$117,269,426
2001AC	Receiving Report	DRA0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$114,520,196
2001AC	Receiving Report	DRA0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$111,770,966
2001AC	Receiving Report	DRA0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$109,021,736
2001AC	Receiving Report	DRA0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$106,272,506
2001AC	Receiving Report	DRA0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$103,523,276
2001AC	Receiving Report	DRA0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$100,774,046
2001AC	Receiving Report	DRA0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$98,024,816
2001AC	Receiving Report	DRA0021	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$95,275,586
2001AC	Receiving Report	DRA0022	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$92,526,356
2001AC	Receiving Report	DRA0023	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$89,777,126
2001AC	Receiving Report	DRA0024	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$87,027,896
2001AC	Receiving Report	DRA0025	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$84,278,666
2001AC	Receiving Report	DRA0026	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$81,529,436
2001AC	Receiving Report	DRA0027	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$78,780,206
2001AC	Receiving Report	DRA0028	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$76,030,976
2001AC	Receiving Report	DRA0029	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$73,281,746
2001AC	Receiving Report	DRA0030	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$70,532,516
2001AC	Receiving Report	DRA0031	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$67,783,286
2001AC	Receiving Report	DRA0032	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$65,034,056
2001AC	Receiving Report	DRA0033	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$62,284,826
2001AC	Receiving Report	DRA0034	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$59,535,596
2001AC	Receiving Report	DRA0035	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$56,786,366
2001AC	Receiving Report	DRA0036	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$54,037,136
2001AC	Receiving Report	DRA0037	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$51,287,906
2001AC	Receiving Report	DRA0038	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$48,538,676
2001AC	Receiving Report	DRA0039	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$45,789,446
2001AC	Receiving Report	DRA0040	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$43,040,216
2001AC	Receiving Report	DRA0035	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$40,290,986
2001AC	Receiving Report	DRA0036	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$37,541,756
2001AC	Receiving Report	DRA0037	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$34,792,526
2001AC	Receiving Report	DRA0038	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$32,043,296
2001AC	Receiving Report	DRA0039	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$29,294,066
2001AC	Receiving Report	DRA0040	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$26,544,836
2001AC	Receiving Report	DRA0041	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$23,795,606
2001AC	Receiving Report	DRA0042	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$21,046,376
2001AC	Receiving Report	DRA0043	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$18,297,146
2001AC	Receiving Report	DRA0044	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$15,547,916
2001AC	Receiving Report	DRA0045	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$12,798,686
2001AC	Receiving Report	DRA0046	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$10,049,456
2001AC	Receiving Report	DRA0047	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$7,300,226
2001AC	Receiving Report	DRA0048	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$7,150,770	Jun-21	$2,749,230	$4,550,996
2001AC	Receiving Report	DRA0049	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$8,121,334	Jun-21	$1,778,666	$1,801,766
2001AC	Receiving Report	DRA0050	Y		Delivery of cGMP MRNA-1273	200,000	$3,300,000	1%	$3,276,900	Jun-21	$23,100	$23,100
						100,000,000	$1,650,000,000		$1,650,000,000		$0	

The Milestone Invoicing Plan is shown below. The number of each type of milestone completed each month is indicated in the Milestone Plan. Invoices for performance-based payment requests are computed using the dollar value for each type of milestone multiplied by the number of milestones of that type completed in the preceding month. The contractor shall not receive milestone payments for milestones which are not achieved in a given month. The contractor shall not receive milestone payments in a given month in excess of the amounts required by the Milestone Invoicing Plan below. However, the contractor may receive milestone payments in excess of the amounts required by the Milestone Invoicing Plan below if the contractor achieves milestones scheduled for an earlier month in addition to the milestones required for a given month.

The contract provides for performance-based payments. Payments shall be made in accordance with the Milestone Invoicing Plan below. Performance-based payments are on a whole CLIN basis. Total performance-based payments shall not exceed 90 percent of the total CLIN price. Performance-based payments are recouped by the Government through deductions of payments otherwise due to the contractor for the partial or complete delivery of contract items. The deductions are made by applying a liquidation rate to the price of delivered contract items. The liquidation rate is 90 percent.

There are three types of milestones for invoicing, as enumerated below, together with their associated criteria for verifying milestone completion.
1. Capacity and Raw Material Reservation – Evidence shall be provided for milestone acceptance.
2. Delivery of cGMP mRNA-1273 suitable for use under EUA or Licensure – Evidence of receipt of materials shall be provided.

The type of milestone is identified below as either a severable (S) or a cumulative (C) event, together with the value of each occurrence of the type of milestone. These values are used for computing the performance-based finance request each month.

Type of Milestone	Event	Value of Each Milestone
Capacity and Raw Material Reservation	S	$454,400,000
Delivery of cGMP mRNA-1273 suitable for use under EUA or Licensure	C	$1,195,600,000

PRIME CLIN 3001	3001AA	3001AB	3001AC	3001AD	
Milestone Plan	**Sep-21**	**Oct-21**	**Nov-21**	**Dec-21**	**Total**
Capacity and Raw Material Reservation	1	0	0	0	**1**
Delivery of cGMP MRNA-1273	41.7	41.7	50	33.3	**166.7**
Invoice Plan	**Sep-21**	**Oct-21**	**Nov-21**	**Dec-21**	**Total**
Capacity and Raw Material Reservation	$ 454,400,000	$ -	$ -		**$ 454,400,000**
Delivery of cGMP MRNA-1273	$ 298,900,000	$ 298,900,000	$ 358,680,000	$ 239,120,000	**$ 1,195,600,000**
Total Price	$ 753,300,000	$ 298,900,000	$ 358,680,000	$ 239,120,000	**$ 1,650,000,000**

100,000,000 Doses

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice		Sch Date		Liquidation Amount	PBP Balance
3001	Performance Payment	PBPA 004	N	1	Capacity and Raw Material Reservation		$454,400,000		$454,400,000		Sep-21			
													Liquidation Amount	PBP Balance
CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	KTR should expect to receive from DFAS after liquidation	Sch Date			$113,600,000
3001AA	Receiving Report	BVN0001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$110,828,000
3001AA	Receiving Report	BVN0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$108,056,000
3001AA	Receiving Report	BVN0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$105,284,000
3001AA	Receiving Report	BVN0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$102,512,000
3001AA	Receiving Report	BVN0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$99,740,000
3001AA	Receiving Report	BVN0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$96,968,000
3001AA	Receiving Report	BVN0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$94,196,000
3001AA	Receiving Report	BVN0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$91,424,000
3001AA	Receiving Report	BVN0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$88,652,000
3001AA	Receiving Report	BVN0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$85,880,000
3001AA	Receiving Report	BVN0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$83,108,000
3001AA	Receiving Report	BVN0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$80,336,000
3001AA	Receiving Report	BVN0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$77,564,000
3001AA	Receiving Report	BVN0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$74,792,000
3001AA	Receiving Report	BVN0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$72,020,000
3001AA	Receiving Report	BVN0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$69,248,000
3001AA	Receiving Report	BVN0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$66,476,000
3001AA	Receiving Report	BVN0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$63,704,000
3001AA	Receiving Report	BVN0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$60,932,000
3001AA	Receiving Report	BVN0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$58,160,000
3001AA	Receiving Report	BVN0021	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$55,388,000
3001AA	Receiving Report	BVN0022	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$52,616,000
3001AA	Receiving Report	BVN0023	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$49,844,000
3001AA	Receiving Report	BVN0024	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$47,072,000
3001AA	Receiving Report	BVN0025	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$44,300,000
3001AA	Receiving Report	BVN0026	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$41,528,000
3001AA	Receiving Report	BVN0027	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$38,756,000
3001AA	Receiving Report	BVN0028	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$35,984,000
3001AA	Receiving Report	BVN0029	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$33,212,000
3001AA	Receiving Report	BVN0030	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$30,440,000
3001AA	Receiving Report	BVN0031	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$27,668,000
3001AA	Receiving Report	BVN0032	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$24,896,000
3001AA	Receiving Report	BVN0033	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$22,124,000
3001AA	Receiving Report	BVN0034	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$19,352,000
3001AA	Receiving Report	BVN0035	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$16,580,000
3001AA	Receiving Report	BVN0036	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$13,808,000
3001AA	Receiving Report	BVN0037	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$11,036,000
3001AA	Receiving Report	BVN0038	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$8,264,000
3001AA	Receiving Report	BVN0039	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$5,492,000
3001AA	Receiving Report	BVN0040	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Sep-21		$2,772,000	$2,720,000
3001AA	Receiving Report	BVN0041	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,180,000	Sep-21		$2,720,000	$0
3001AA	Receiving Report	BVN0042	Y		Delivery of cGMP MRNA-1273	400,000	$6,600,000	28%	$6,600,000	$6,600,000	Sep-21		$0	$0

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	KTR should expect to receive from DFAS after liquidation	Sch Date			$113,600,000
3001AB	Receiving Report	ISF0001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$110,828,000
3001AB	Receiving Report	ISF0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$108,056,000
3001AB	Receiving Report	ISF0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$105,284,000
3001AB	Receiving Report	ISF0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$102,512,000
3001AB	Receiving Report	ISF0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$99,740,000
3001AB	Receiving Report	ISF0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$96,968,000
3001AB	Receiving Report	ISF0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$94,196,000
3001AB	Receiving Report	ISF0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$91,424,000
3001AB	Receiving Report	ISF0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$88,652,000
3001AB	Receiving Report	ISF0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$85,880,000
3001AB	Receiving Report	ISF0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$83,108,000
3001AB	Receiving Report	ISF0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$80,336,000
3001AB	Receiving Report	ISF0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$77,564,000
3001AB	Receiving Report	ISF0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$74,792,000
3001AB	Receiving Report	ISF0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$72,020,000
3001AB	Receiving Report	ISF0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$69,248,000
3001AB	Receiving Report	ISF0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$66,476,000
3001AB	Receiving Report	ISF0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$63,704,000
3001AB	Receiving Report	ISF0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$60,932,000
3001AB	Receiving Report	ISF0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$58,160,000
3001AB	Receiving Report	ISF0021	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$55,388,000
3001AB	Receiving Report	ISF0022	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$52,616,000
3001AB	Receiving Report	ISF0023	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$49,844,000
3001AB	Receiving Report	ISF0024	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$47,072,000
3001AB	Receiving Report	ISF0025	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$44,300,000
3001AB	Receiving Report	ISF0026	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$41,528,000
3001AB	Receiving Report	ISF0027	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$38,756,000
3001AB	Receiving Report	ISF0028	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$35,984,000
3001AB	Receiving Report	ISF0029	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$33,212,000
3001AB	Receiving Report	ISF0030	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$30,440,000
3001AB	Receiving Report	ISF0031	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$27,668,000
3001AB	Receiving Report	ISF0032	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$24,896,000
3001AB	Receiving Report	ISF0033	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$22,124,000
3001AB	Receiving Report	ISF0034	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$19,352,000
3001AB	Receiving Report	ISF0035	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$16,580,000
3001AB	Receiving Report	ISF0036	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$13,808,000
3001AB	Receiving Report	ISF0037	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$11,036,000
3001AB	Receiving Report	ISF0038	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$8,264,000
3001AB	Receiving Report	ISF0039	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$5,492,000
3001AB	Receiving Report	ISF0040	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Oct-21		$2,772,000	$2,720,000
3001AB	Receiving Report	ISF0041	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,180,000	Oct-21		$2,720,000	$0
3001AB	Receiving Report	ISF0042	Y		Delivery of cGMP MRNA-1273	400,000	$6,600,000	28%	$6,600,000	$6,600,000	Oct-21		$0	$0

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	KTR should expect to receive from DFAS after liquidation	Sch Date			$136,320,000
3001AC	Receiving Report	DRA0001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$133,548,000
3001AC	Receiving Report	DRA0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$130,776,000
3001AC	Receiving Report	DRA0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$128,004,000
3001AC	Receiving Report	DRA0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$125,232,000
3001AC	Receiving Report	DRA0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$122,460,000
3001AC	Receiving Report	DRA0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$119,688,000
3001AC	Receiving Report	DRA0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$116,916,000
3001AC	Receiving Report	DRA0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$114,144,000
3001AC	Receiving Report	DRA0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$111,372,000
3001AC	Receiving Report	DRA0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$108,600,000
3001AC	Receiving Report	DRA0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$105,828,000
3001AC	Receiving Report	DRA0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$103,056,000
3001AC	Receiving Report	DRA0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$100,284,000
3001AC	Receiving Report	DRA0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$97,512,000
3001AC	Receiving Report	DRA0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$94,740,000
3001AC	Receiving Report	DRA0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$91,968,000
3001AC	Receiving Report	DRA0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$89,196,000
3001AC	Receiving Report	DRA0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$86,424,000
3001AC	Receiving Report	DRA0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$83,652,000
3001AC	Receiving Report	DRA0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$80,880,000
3001AC	Receiving Report	DRA0021	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$78,108,000
3001AC	Receiving Report	DRA0022	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$75,336,000
3001AC	Receiving Report	DRA0023	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21		$2,772,000	$72,564,000

3001AC	Receiving Report	DRA0024	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$69,792,000
3001AC	Receiving Report	DRA0025	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$67,020,000
3001AC	Receiving Report	DRA0026	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$64,248,000
3001AC	Receiving Report	DRA0027	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$61,476,000
3001AC	Receiving Report	DRA0028	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$58,704,000
3001AC	Receiving Report	DRA0029	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$55,932,000
3001AC	Receiving Report	DRA0030	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$53,160,000
3001AC	Receiving Report	DRA0031	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$50,388,000
3001AC	Receiving Report	DRA0032	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$47,616,000
3001AC	Receiving Report	DRA0033	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$44,844,000
3001AC	Receiving Report	DRA0034	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$42,072,000
3001AC	Receiving Report	DRA0035	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$39,300,000
3001AC	Receiving Report	DRA0036	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$36,528,000
3001AC	Receiving Report	DRA0037	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$33,756,000
3001AC	Receiving Report	DRA0038	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$30,984,000
3001AC	Receiving Report	DRA0039	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$28,212,000
3001AC	Receiving Report	DRA0040	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$25,440,000
3001AC	Receiving Report	DRA0041	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$22,668,000
3001AC	Receiving Report	DRA0042	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$19,896,000
3001AC	Receiving Report	DRA0043	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$17,124,000
3001AC	Receiving Report	DRA0044	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$14,352,000
3001AC	Receiving Report	DRA0045	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$11,580,000
3001AC	Receiving Report	DRA0046	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$8,808,000
3001AC	Receiving Report	DRA0047	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$6,036,000
3001AC	Receiving Report	DRA0048	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$3,264,000
3001AC	Receiving Report	DRA0049	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Nov-21	$2,772,000	$492,000
3001AC	Receiving Report	DRA0050	Y		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$9,408,000	Nov-21	$492,000	$0

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	KTR should expect to receive from DFAS after liquidation	Sch Date		$90,880,000
3001AD	Receiving Report	GVN0001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$88,108,000
3001AD	Receiving Report	GVN0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$85,336,000
3001AD	Receiving Report	GVN0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$82,564,000
3001AD	Receiving Report	GVN0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$79,792,000
3001AD	Receiving Report	GVN0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$77,020,000
3001AD	Receiving Report	GVN0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$74,248,000
3001AD	Receiving Report	GVN0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$71,476,000
3001AD	Receiving Report	GVN0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$68,704,000
3001AD	Receiving Report	GVN0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$65,932,000
3001AD	Receiving Report	GVN0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$63,160,000
3001AD	Receiving Report	GVN0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$60,388,000
3001AD	Receiving Report	GVN0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$57,616,000
3001AD	Receiving Report	GVN0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$54,844,000
3001AD	Receiving Report	GVN0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$52,072,000
3001AD	Receiving Report	GVN0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$49,300,000
3001AD	Receiving Report	GVN0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$46,528,000
3001AD	Receiving Report	GVN0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$43,756,000
3001AD	Receiving Report	GVN0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$40,984,000
3001AD	Receiving Report	GVN0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$38,212,000
3001AD	Receiving Report	GVN0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$35,440,000
3001AD	Receiving Report	GVN0021	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$32,668,000
3001AD	Receiving Report	GVN0022	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$29,896,000
3001AD	Receiving Report	GVN0023	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$27,124,000
3001AD	Receiving Report	GVN0024	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$24,352,000
3001AD	Receiving Report	GVN0025	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$21,580,000
3001AD	Receiving Report	GVN0026	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$18,808,000
3001AD	Receiving Report	GVN0027	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$16,036,000
3001AD	Receiving Report	GVN0028	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$13,264,000
3001AD	Receiving Report	GVN0029	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$10,492,000
3001AD	Receiving Report	GVN0030	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$7,720,000
3001AD	Receiving Report	GVN0031	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$4,948,000
3001AD	Receiving Report	GVN0032	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$2,176,000
3001AD	Receiving Report	GVN0033	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,724,000	Dec-21	$2,176,000	$0
3001AD	Receiving Report	GVN0034	Y		Delivery of cGMP MRNA-1273	200,000	$3,300,000	28%	$3,300,000	$3,300,000	Dec-21	$0	$0
						100,000,000	$1,650,000,000		$1,650,000,000	$1,195,600,000			

The Milestone Invoicing Plan is shown below. The number of each type of milestone completed each month is indicated in the Milestone Plan. Invoices for performance-based payment requests are computed using the dollar value for each type of milestone multiplied by the number of milestones of that type completed in the preceding month. The contractor shall not receive milestone payments for milestones which are not achieved in a given month. The contractor shall not receive milestone payments in a given month in excess of the amounts required by the Milestone Invoicing Plan below. However, the contractor may receive milestone payments in excess of the amounts required by the Milestone Invoicing Plan below if the contractor achieves milestones scheduled for an earlier month in addition to the milestones required for a given month.

The contract provides for performance-based payments. Payments shall be made in accordance with the Milestone Invoicing Plan below. Performance-based payments are on a whole CLIN basis. Total performance-based payments shall not exceed 90 percent of the total CLIN price. Performance-based payments are recouped by the Government through deductions of payments otherwise due to the contractor for the partial or complete delivery of contract items. The deductions are made by applying a liquidation rate to the price of delivered contract items. The liquidation rate is 90 percent.

There are three types of milestones for invoicing, as enumerated below, together with their associated criteria for verifying milestone completion.
1. Capacity and Raw Material Reservation – Evidence shall be provided for milestone acceptance.
2. Delivery of cGMP mRNA-1273 suitable for use under EUA or Licensure – Evidence of receipt of materials shall be provided.

The type of milestone is identified below as either a severable (S) or a cumulative (C) event, together with the value of each occurrence of the type of milestone. These values are used for computing the performance-based finance request each month.

Type of Milestone	Event	Value of Each Milestone
Capacity and Raw Material Reservation	S	$454,400,000
Delivery of cGMP mRNA-1273 suitable for use under EUA or Licensure	C	$1,195,600,000

PRIME CLIN 4001 4001AA 4001AB 4001AC 4001AD

Milestone Plan	Dec-21	Jan-22	Feb-22	Mar-22	Total	
Capacity and Raw Material Reservation	1	1	0		1	
Delivery of cGMP MRNA-1273	16.6	46.7	46.7	56.7	**166.7**	100,000,000 Doses
Invoice Plan	**Dec-21**	**Jan-22**	**Feb-22**	**Mar-22**	**Total**	
Capacity and Raw Material Reservation	$ 454,400,000		$ -		**$ 454,400,000**	
Delivery of cGMP MRNA-1273	$ 119,560,000	$ 334,768,000	$ 334,768,000	$ 406,504,000	**$ 1,195,600,000**	
Total Price	$ 573,960,000	$ 334,768,000	$ 334,768,000	$ 406,504,000	**$ 1,650,000,000**	

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice		Sch Date	Liquidation Amount	PBP Balance
4001	Performance Payment	PBPA 005	N	1	Capacity and Raw Material Reservation		$454,400,000		$454,400,000		Dec-21		

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	KTR should expect to receive from DFAS after liquidation	Sch Date	Liquidation Amount	PBP Balance
													$45,440,000
4001AA	Receiving Report	BVND001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$42,668,000
4001AA	Receiving Report	BVND002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$39,896,000
4001AA	Receiving Report	BVND003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$37,124,000
4001AA	Receiving Report	BVND004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$34,352,000
4001AA	Receiving Report	BVND005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$31,580,000
4001AA	Receiving Report	BVND006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$28,808,000
4001AA	Receiving Report	BVND007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$26,036,000
4001AA	Receiving Report	BVND008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$23,264,000
4001AA	Receiving Report	BVND009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$20,492,000
4001AA	Receiving Report	BVND010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$17,720,000
4001AA	Receiving Report	BVND011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$14,948,000
4001AA	Receiving Report	BVND012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$12,176,000
4001AA	Receiving Report	BVND013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$9,404,000
4001AA	Receiving Report	BVND014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$6,632,000
4001AA	Receiving Report	BVND015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$3,860,000
4001AA	Receiving Report	BVND016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Dec-21	$2,772,000	$1,088,000
4001AA	Receiving Report	BVND017Z	Y		Delivery of cGMP MRNA-1273	400,000	$6,600,000	28%	$6,600,000	$5,512,000	Dec-21	$1,088,000	$0

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	KTR should expect to receive from DFAS after liquidation	Sch Date		
													$127,232,000
4001AB	Receiving Report	ISF0001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$124,460,000
4001AB	Receiving Report	ISF0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$121,688,000
4001AB	Receiving Report	ISF0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$118,916,000
4001AB	Receiving Report	ISF0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$116,144,000
4001AB	Receiving Report	ISF0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$113,372,000
4001AB	Receiving Report	ISF0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$110,600,000
4001AB	Receiving Report	ISF0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$107,828,000
4001AB	Receiving Report	ISF0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$105,056,000
4001AB	Receiving Report	ISF0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$102,284,000
4001AB	Receiving Report	ISF0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$99,512,000
4001AB	Receiving Report	ISF0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$96,740,000
4001AB	Receiving Report	ISF0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$93,968,000
4001AB	Receiving Report	ISF0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$91,196,000
4001AB	Receiving Report	ISF0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$88,424,000
4001AB	Receiving Report	ISF0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$85,652,000
4001AB	Receiving Report	ISF0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$82,880,000
4001AB	Receiving Report	ISF0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$80,108,000
4001AB	Receiving Report	ISF0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$77,336,000
4001AB	Receiving Report	ISF0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$74,564,000
4001AB	Receiving Report	ISF0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$71,792,000
4001AB	Receiving Report	ISF0021	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$69,020,000
4001AB	Receiving Report	ISF0022	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$66,248,000
4001AB	Receiving Report	ISF0023	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$63,476,000
4001AB	Receiving Report	ISF0024	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$60,704,000
4001AB	Receiving Report	ISF0025	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$57,932,000
4001AB	Receiving Report	ISF0026	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$55,160,000
4001AB	Receiving Report	ISF0027	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$52,388,000
4001AB	Receiving Report	ISF0028	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$49,616,000
4001AB	Receiving Report	ISF0029	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$46,844,000
4001AB	Receiving Report	ISF0030	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$44,072,000
4001AB	Receiving Report	ISF0031	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$41,300,000
4001AB	Receiving Report	ISF0032	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$38,528,000
4001AB	Receiving Report	ISF0033	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$35,756,000
4001AB	Receiving Report	ISF0034	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$32,984,000
4001AB	Receiving Report	ISF0035	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$30,212,000
4001AB	Receiving Report	ISF0036	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$27,440,000
4001AB	Receiving Report	ISF0037	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$24,668,000
4001AB	Receiving Report	ISF0038	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$21,896,000
4001AB	Receiving Report	ISF0039	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$19,124,000
4001AB	Receiving Report	ISF0040	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$16,352,000
4001AB	Receiving Report	ISF0041	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$13,580,000
4001AB	Receiving Report	ISF0042	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$10,808,000
4001AB	Receiving Report	ISF0043	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$8,036,000
4001AB	Receiving Report	ISF0044	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$5,264,000
4001AB	Receiving Report	ISF0045	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Jan-22	$2,772,000	$2,492,000
4001AB	Receiving Report	ISF0046	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,408,000	Jan-22	$2,492,000	$0
4001AB	Receiving Report	ISF0047	Y		Delivery of cGMP MRNA-1273	400,000	$6,600,000	28%	$6,600,000	$6,600,000	Jan-22	$0	$0

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	KTR should expect to receive from DFAS after liquidation	Sch Date		
													$127,232,000
4001AC	Receiving Report	DRA0001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$124,460,000
4001AC	Receiving Report	DRA0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$121,688,000
4001AC	Receiving Report	DRA0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$118,916,000
4001AC	Receiving Report	DRA0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$116,144,000
4001AC	Receiving Report	DRA0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$113,372,000
4001AC	Receiving Report	DRA0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$110,600,000
4001AC	Receiving Report	DRA0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$107,828,000
4001AC	Receiving Report	DRA0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$105,056,000
4001AC	Receiving Report	DRA0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$102,284,000
4001AC	Receiving Report	DRA0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$99,512,000
4001AC	Receiving Report	DRA0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$96,740,000
4001AC	Receiving Report	DRA0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$93,968,000
4001AC	Receiving Report	DRA0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$91,196,000
4001AC	Receiving Report	DRA0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$88,424,000
4001AC	Receiving Report	DRA0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$85,652,000
4001AC	Receiving Report	DRA0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$82,880,000
4001AC	Receiving Report	DRA0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$80,108,000
4001AC	Receiving Report	DRA0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$77,336,000
4001AC	Receiving Report	DRA0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$74,564,000
4001AC	Receiving Report	DRA0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$71,792,000
4001AC	Receiving Report	DRA0021	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$69,020,000
4001AC	Receiving Report	DRA0022	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$66,248,000
4001AC	Receiving Report	DRA0023	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$63,476,000
4001AC	Receiving Report	DRA0024	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$60,704,000
4001AC	Receiving Report	DRA0025	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$57,932,000
4001AC	Receiving Report	DRA0026	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$55,160,000
4001AC	Receiving Report	DRA0027	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$52,388,000
4001AC	Receiving Report	DRA0028	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$49,616,000
4001AC	Receiving Report	DRA0029	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$46,844,000
4001AC	Receiving Report	DRA0030	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$44,072,000
4001AC	Receiving Report	DRA0031	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$41,300,000
4001AC	Receiving Report	DRA0032	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$38,528,000
4001AC	Receiving Report	DRA0033	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$35,756,000
4001AC	Receiving Report	DRA0034	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$32,984,000
4001AC	Receiving Report	DRA0035	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$30,212,000
4001AC	Receiving Report	DRA0036	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$27,440,000
4001AC	Receiving Report	DRA0037	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$24,668,000
4001AC	Receiving Report	DRA0038	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$21,896,000
4001AC	Receiving Report	DRA0039	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$19,124,000
4001AC	Receiving Report	DRA0040	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$16,352,000
4001AC	Receiving Report	DRA0041	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$13,580,000
4001AC	Receiving Report	DRA0042	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$10,808,000
4001AC	Receiving Report	DRA0043	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22	$2,772,000	$8,036,000

4001AC	Receiving Report	DRA0044	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22		$2,772,000	$5,264,000
4001AC	Receiving Report	DRA0045	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Feb-22		$2,772,000	$2,492,000
4001AC	Receiving Report	DRA0046	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,408,000	Feb-22		$2,492,000	$0
4001AC	Receiving Report	DRA0047	Y		Delivery of cGMP MRNA-1273	400,000	$6,600,000	28%	$6,600,000	$6,600,000	Feb-22		$0	$0

CLIN	Type	Invoice #	Final Invoice	Event #	Brief Event Description	Doses Per Event	Value	Reimbursement Decrement	Amount to Invoice	KTR should expect to receive from DFAS after liquidation	Sch Date			$154,496,000
4001AD	Receiving Report	GVN0001	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$151,724,000
4001AD	Receiving Report	GVN0002	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$148,952,000
4001AD	Receiving Report	GVN0003	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$146,180,000
4001AD	Receiving Report	GVN0004	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$143,408,000
4001AD	Receiving Report	GVN0005	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$140,636,000
4001AD	Receiving Report	GVN0006	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$137,864,000
4001AD	Receiving Report	GVN0007	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$135,092,000
4001AD	Receiving Report	GVN0008	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$132,320,000
4001AD	Receiving Report	GVN0009	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$129,548,000
4001AD	Receiving Report	GVN0010	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$126,776,000
4001AD	Receiving Report	GVN0011	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$124,004,000
4001AD	Receiving Report	GVN0012	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$121,232,000
4001AD	Receiving Report	GVN0013	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$118,460,000
4001AD	Receiving Report	GVN0014	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$115,688,000
4001AD	Receiving Report	GVN0015	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$112,916,000
4001AD	Receiving Report	GVN0016	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$110,144,000
4001AD	Receiving Report	GVN0017	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$107,372,000
4001AD	Receiving Report	GVN0018	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$104,600,000
4001AD	Receiving Report	GVN0019	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$101,828,000
4001AD	Receiving Report	GVN0020	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$99,056,000
4001AD	Receiving Report	GVN0021	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$96,284,000
4001AD	Receiving Report	GVN0022	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$93,512,000
4001AD	Receiving Report	GVN0023	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$90,740,000
4001AD	Receiving Report	GVN0024	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$87,968,000
4001AD	Receiving Report	GVN0025	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$85,196,000
4001AD	Receiving Report	GVN0026	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$82,424,000
4001AD	Receiving Report	GVN0027	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$79,652,000
4001AD	Receiving Report	GVN0028	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$76,880,000
4001AD	Receiving Report	GVN0029	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$74,108,000
4001AD	Receiving Report	GVN0030	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$71,336,000
4001AD	Receiving Report	GVN0031	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$68,564,000
4001AD	Receiving Report	GVN0032	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$65,792,000
4001AD	Receiving Report	GVN0033	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$63,020,000
4001AD	Receiving Report	GVN0034	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$60,248,000
4001AD	Receiving Report	GVN0035	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$57,476,000
4001AD	Receiving Report	GVN0036	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$54,704,000
4001AD	Receiving Report	GVN0037	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$51,932,000
4001AD	Receiving Report	GVN0038	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$49,160,000
4001AD	Receiving Report	GVN0039	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$46,388,000
4001AD	Receiving Report	GVN0040	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$43,616,000
4001AD	Receiving Report	GVN0041	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$40,844,000
4001AD	Receiving Report	GVN0042	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$38,072,000
4001AD	Receiving Report	GVN0043	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$35,300,000
4001AD	Receiving Report	GVN0044	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$32,528,000
4001AD	Receiving Report	GVN0045	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$29,756,000
4001AD	Receiving Report	GVN0046	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$26,984,000
4001AD	Receiving Report	GVN0047	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$24,212,000
4001AD	Receiving Report	GVN0048	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$21,440,000
4001AD	Receiving Report	GVN0049	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$18,668,000
4001AD	Receiving Report	GVN0050	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$15,896,000
4001AD	Receiving Report	GVN0051	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$13,124,000
4001AD	Receiving Report	GVN0052	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$10,352,000
4001AD	Receiving Report	GVN0053	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$7,580,000
4001AD	Receiving Report	GVN0054	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$4,808,000
4001AD	Receiving Report	GVN0055	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,128,000	Mar-22		$2,772,000	$2,036,000
4001AD	Receiving Report	GVN0056	N		Delivery of cGMP MRNA-1273	600,000	$9,900,000	28%	$9,900,000	$7,864,000	Mar-22		$2,036,000	$0
4001AD	Receiving Report	GVN0057	Y		Delivery of cGMP MRNA-1273	400,000	$6,600,000	28%	$6,600,000	$6,600,000	Mar-22		$0	$0
						100,000,000	$1,650,000,000		$1,650,000,000	$1,195,600,000				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 12

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00014	8 Aug 2021	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
ACC-APG - COVID RESPONSE - W58P05 6472 INTEGRITY COURT (BUILDING 4401) ABERDEEN PROVING GROUND MD 21005-3013	W58P05	DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
MODERNA US, INC. HAMILTON BENNETT 200 TECHNOLOGY SQ CAMBRIDGE MA 02139-3578		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911QY20C0100
CODE 8PTM0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 09-Aug-2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 14 Continuation Page
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: dsotowaw2140
See Block 14 Continuation Page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Stephane B AP Col /CEO	Hillary S. Roy, Contracting Officer TEL: (256) 876-9316 EMAIL: hillary.s.royciv@mail.mil

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Signature (Signature of person authorized to sign)	8/8/2021	BY Hillary S. Roy Digitally signed by ROY.HILLARY.S.1391063903 Date: 2021.08.08 13:00:22 -05'00' (Signature of Contracting Officer)	8/8/2021

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
P00014
OBLIGATION AMOUNT: $0.00

a. The purpose of this modification (P00014) is to:

- Update H.19 Product Variations to reflect a change on the notification of product date for deliveries in September 2021 through December 2021 (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties)

b. This modification was requested by the program office to meet the Government's mission requirements.

c. The total contract value and total funded amount remain unchanged.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H.1 Key Personnel

Any key personnel specified in this contract are considered to be essential to work performance. At least thirty (30) calendar days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the Contractor is terminated for cause or separates from the Contractor voluntarily with less than thirty (30) calendar-day notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties. The following individuals are determined to be key personnel:

Name	Title
Juan Andres	Chief Technical Operations and Quality Officer
Michael Mullette	Vice President and Managing Director, North America
Paul Granadillo	Head, Supply Chain
Scott Nickerson	SVP, US Manufacturing
Jennifer White	SVP, Global Quality
Catherine Quintero	Sr. Director, CMC Strategic Operations
Bankim Patel	Sr. Director, Facilities & Engineering

H.2 Substitution of Key Personnel

The Contractor agrees to assign to the contract those persons whose resumes/CVs were submitted with the proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.

All requests for substitution must provide a detailed explanation of the circumstance necessitating the proposed substitution, a complete resume for the proposed substitute and any other information requested by the contracting officer to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The contracting officer or authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.

H.3 Disclosure of Information:

Performance under this contract may require the Contractor to access non-public data and information proprietary to a Government agency, another Government Contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data nor information developed or obtained under performance of this contract, except authorized by Government personnel or upon written approval of the CO which the KO will provide in accordance with OWS or other Government policies and/or guidance. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract, or any information at all regarding this agency.

The Contractor shall comply with all applicable Government requirements for protection of non-public information. Unauthorized disclosure of nonpublic information is prohibited by the Government's rules. Unauthorized disclosure may result in termination of the contract, replacement of a Contractor employee, or other appropriate redress. Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

No information related to data obtained under this contract shall be released or publicized without the prior written consent of the COR, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that no such consent is required to comply with any law, rule, regulation, court ruling or similar order; for submission to any government entity' for submission to any securities exchange on which the Contractor's (or its parent corporation's) securities may be listed for trading; or to third parties relating to securing, seeking, establishing or maintaining regulatory or other legal approvals or compliance, financing and capital raising activities, or mergers, acquisitions, or other business transactions. The exceptions identified in this paragraph apply to all disclosures under this Section H.3 except to the extent that a disclosure is otherwise prohibited by law.

H.4 Publication and Publicity

The contractor shall not release any reports, manuscripts, press releases, or abstracts about the work being performed under this contract without written notice in advance to the Government.

a. Unless otherwise specified in this contract, the contractor may publish the results of its work under this contract. The contractor shall promptly send a copy of each submission to the COR for security review prior to submission. The contractor shall also inform the COR when the abstract article or other publication is published, and furnish a copy of it as finally published.

b. Unless authorized in writing by the CO, the contractor shall not display the DoD logo including Operating Division or Staff Division logos on any publications.

c. The contractor shall not reference the products(s) or services(s) awarded under this contract in commercial advertising, as defined in FAR 31.205-1, in any manner which states or implies DoD approval or endorsement of the product(s) or service(s) provided.

d. The contractor shall include this clause, including this section (d) in all subcontracts where the subcontractor may propose publishing the results of its work under the subcontract. The contractor shall acknowledge the support of the Department of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority whenever publicizing the work under this contract in any media by including an acknowledgement substantially as follows:

"This project has been funded in whole or in part with Federal funds from the Office of the Assistant Secretary for Preparedness and Response, Biomedical Advanced Research and Development Authority, under Contract Number W911QY-20-C-0100."

H.5 Confidentiality of Information

a. Confidential information, as used in this article, means non-public information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.

e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

f. Contracting Officer Determinations will reflect the result of internal coordination with appropriate program and legal officials.

g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

ALL REQUIREMENTS OF THIS SECTION H.5 MUST BE PASSED TO ALL SUB-CONTRACTOR.

H.6 Regulatory Rights

This contract involves supply of a product that requires FDA pre-market approval or clearance before commercial authorization. Contractor is seeking FDA authorization or clearance for the commercialization of mRNA-1273, Moderna vaccine for SARS-CoV-2 Coronavirus (the "Technology"). The Contractor is the Sponsor of the Regulatory Application (an investigational new drug application (IND), investigational device exemption (IDE), emergency use authorization (EUA), new drug application (NDA), biologics license application (BLA), premarket approval application (PMA), or 510(k) pre-market notification filing (510(k)) or another regulatory filing submitted to FDA) for the technology. As the Sponsor of the Regulatory Application to FDA (as the terms "sponsor" and "applicant" are defined or used in at 21 CFR §§3.2(c), 312.5, 600.3(t), 812.2(b), 812 Subpart C, or 814.20), the Contractor has certain standing before the FDA that entitles it to exclusive communications related to the Regulatory Application.

Accordingly, the Contractor and the Government agree to the following:

a. DoD Medical Product Priority. PL 115-92 allows the DoD to request, and FDA to provide, assistance to expedite development of products to diagnose, treat, or prevent serious or life-threatening diseases or conditions facing American military personnel. The contractor recognizes that only the DoD can utilize PL 115-92. As such, the contractor will work proactively with the Government to leverage this law to its maximum potential under this contract. The contractor shall submit Public Law 115-92 Sponsor Authorization Letter that will be delivered to the designated OWS POC(s) within 30 days of award.

b. Rights of Reference. The U.S. Government will be granted a right of reference as that term is defined in 21 C.F.R. § 314.3(b) (or any successor rule) to any Regulatory Application submitted in support of the Technology, solely for use to develop medical countermeasures (MCM) to the material threats listed on Attachment 0005. When it desires to exercise this right, the U.S. Government agrees to notify Contractor in writing describing the request along with sufficient details for Contractor to evaluate the request, and Moderna will not unreasonably decline to generate and provide a mutually agreeable letter of cross-reference for the U.S. Government to file with the appropriate FDA office. The parties agree that it will not be unreasonable for Contractor to decline to provide the U.S. Government letter of cross-reference if Contractor at the time of such request is conducting a program for the research and development of an mRNA product directed to the threat for which the U.S. Government is requesting the right of reference. The U.S. Government will also be granted a right of reference to any Regulatory Application submitted in support of the Technology, solely for use to develop the Technology, if Moderna is required to provide the Government with access to the Technology under Section H.10. When it desires to exercise this right, the U.S. Government agrees to notify Moderna in writing describing the request along with sufficient details for Moderna to generate a letter of cross-reference for the U.S. Government to file with the appropriate FDA office. The U.S. Government agrees that in all cases such letters of cross-reference may contain reporting requirements to enable Moderna to comply with its own pharmacovigilance reporting obligations to the FDA and other regulatory agencies. Nothing in this paragraph alters the U.S. Government's data rights as articulated in other provisions of the contract.

H.7 Performance Based Payment Liquidated under Termination

Performance Based Payments (PBPs) have been authorized as a method of financing under this contract. In the event the Moderna's mRNA-1273 COVID Vaccine is unsuccessful in its bid to obtain EUA or FDA approval, the Government may issue a Termination for Convenience (T4C) in whole or in part, on this contract. Upon notice of a T4C, the contractor shall submit a termination settlement proposal, IAW FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price).

H.8 Public Readiness and Emergency Preparedness (PREP) Act:

In accordance with the Public Readiness and Emergency Preparedness Act ("PREP Act"), Pub. L. No. 109-148, Division C, Section 2, as amended (codified at 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e), as well as the Secretary of HHS's Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID-19, 85 Fed. Reg. 15198 (Mar. 17, 2020, effective Feb. 4, 2020), and amended on April 15, 2020, 85 Fed. Reg. 21012 (together, the "Prep Act Declaration"):

(i) This Agreement is being entered into for purposes of facilitating the manufacture, testing, development, distribution, administration, and use of "Covered Countermeasures" for responding to the COVID-19 public health emergency, in accordance with Section VI of the PREP Act Declaration;

(ii) Contractor's performance of this Agreement falls within the scope of the "Recommended Activities" for responding to the COVID-19 public health emergency, to the extent it is in accordance with Section III of the PREP Act Declaration; and

(iii) Contractor is a "Covered Person" to the extent it is a person defined in Section V of the PREP Act

Declaration.

Therefore, in accordance with Sections IV and VII of the PREP Act Declaration as well as the PREP Act (42 U.S.C. § 247d-6d), the Department of Defense contracting via assisted acquisition on behalf of the HHS, expressly acknowledges and agrees that the HHS Declaration cited above, specifically its language providing immunity from suit and liability is applicable to this acquisition as long as Contractors activities fall within the terms and conditions of the PREP Act and the PREP Act Declaration.

The Government may not use, or authorize the use of, any products or materials provided under this contract, unless such use occurs in the United States (or a U.S. territory where U.S. law applies such as embassies, military and NATO installations) and is protected from liability under a declaration issued under the PREP Act, or a successor COVID-19 PREP Act Declaration of equal or greater scope. Any use where the application of the PREP Act is in question will be discussed with Moderna prior to use and, if the parties disagree on such use, the dispute will be resolved according to the "Disputes Clause" (52.233-1)

The items and technology covered by this Contract are being developed for both civil and military applications.

H.9 Most Favored Nation Clause

(i) Due to the exceptional and unprecedented nature of the COVID-19 threat to global public health, as well as the investments made towards the development of a safe and effective vaccine against COVID-19, Moderna agrees that it will not at any time to March 31, 2022 sell any COVID-19 vaccine supplied to the Government under this Agreement to any nation that is a member of the Group of Seven plus Switzerland ("Covered Nation") at a lower price than the prices set forth in this contract.

(ii) If, at any time prior to March 31, 2022, Moderna enters into any agreement with a Covered Nation to sell COVID-19 vaccine (mRNA-1273) doses at a price lower than the price currently paid by the U.S. Government for the same COVID-19 vaccine doses under this contract, Moderna shall provide notice within 30 days to the U.S. Government and the U.S. Government may elect, at its discretion, to receive the benefit of this provision and receive COVID-19 vaccine doses at that lower price.

(iii) Upon any such election by the U.S. Government, this contract shall be deemed to have been amended and modified such that, from the date on which the more favorable pricing was first provided to any Covered Nation (the "Amended Pricing Effective Date"), the U.S. Government will receive that lower price for all orders of COVID-19 vaccine doses following that Amended Pricing Effective Date.

(iv) Any price reductions provided hereunder are not intended as an inducement or reward for any procurement or purchasing decisions by the U.S. Government of any Moderna product.

H.10 Ensuring Sufficient Supply of the Product

1. In recognition of the Government's significant funding for the development and manufacturing of the product in this contract and the Government's need to provide sufficient quantities of a COVID-19 vaccine to protect the United States population, the Government shall have the remedy described in this section to ensure sufficient supply of the product to meet the needs of the public health or national security. This remedy is not available to the Government unless and until both of the following conditions ((a) and (b)) are met:

a. Moderna gives written notice, required to be submitted to the Government no later than 15 business days, of:

(i) any formal management decision to terminate manufacturing of this product vaccine prior to delivery of any doses to USG under this contract, including all exercised options, other than as a result of clinical failure, or serious technical or safety reasons or;

(ii) any formal management decision to discontinue sale of this product vaccine to the Government prior to delivery of any doses to USG under this contract, including all exercised options, other than as a result of clinical failure, or serious technical or safety reasons; or

(iii) any filing that anticipates Federal bankruptcy protection; and

b. Moderna has submitted an Emergency Use Authorization application under §564 of the FD&C Act or a biologics license application provisions of §351(a) of the Public Health Service Act (PHSA).

2. If both conditions listed in section 1 occur, Moderna, upon the request of the Government, shall provide the following items necessary for the Government to pursue manufacturing of this product vaccine with a third party for exclusive sale to the U.S. Government:

a. a writing evidencing a non-exclusive, nontransferable, irrevocable (except for cause), royalty-free paid-up license to practice or have practiced for or on behalf of the U.S. Government any Moderna Background Patent, Copyright, other Moderna Intellectual Property, Moderna Know-How, Moderna Technical Data rights necessary to manufacture doses of the mRNA-1273 vaccine;

b. necessary FDA regulatory filings or authorizations owned or controlled by Moderna related to this product vaccine and any confirmatory instrument pertaining thereto; and

c. any outstanding Deliverables contemplated or materials purchased under this contract.

3. This remedy will remain available until the end of the contract.

H.11 Stop-Work Request for Equitable Adjustment (REA)

This contract is issued under the Operation Warp Speed (OWS) initiative in response to the National Emergency resulting from the spread of the COVID-19 virus. In consideration of the expedited award and performance under this contract, the Government concurs with a reduction of the stop work period under FAR 52.242-15 not to exceed 30 days. In the event that the Government issues a Stop Work Order IAW 52.242-15 and the contractor continues to work, the contractor shall not be entitled to an equitable adjustment by the government.

H.12 Transportation to Final Destination

During the course of performance under this contract, the Government may require storage of the filled drug product (FDP) before delivery to the final government location. In these circumstances, the Government will accept FDP at the contractor facility (Origin). The contractor; however, shall continue to be responsible for secure delivery of the vaccine to its final destination as identified on this contract. Regardless of where acceptance occurs, risk of loss of or damage to supplies shall remain with the contractor until delivery of FDP to a government facility.

H.13 Validation of IP/Data

The Parties acknowledge that background intellectual property and technical data assertions have been made and evaluated by the parties. The parties agree that, should additional information relevant to these assertions become available, the parties will reevaluate said assertions as necessary in the future.

H.14 Novation

Upon Moderna, US, Inc.'s registration in the System for Award Management, the Government will, at the Contractor's request, complete a novation of this Contract to recognize Moderna US, Inc. as a counterparty instead of Moderna TX, Inc. This novation will be completed through a modification executed by the Government that identifies Moderna US, Inc. as the contracting party for all purposes as if it had originally executed the Contract.

H.15 Base & Option 1 Delivery Acceleration

In an effort to accelerate production of the mRNA-1273 vaccine, the Government agrees to fund eight additional drug product manufacturing slots (including fill, pack and label) within the Base Period and ten drug product manufacturing slots within the Option 1 period via a Modification to the contract. If these manufacturing slots are

successfully utilized, there will be up to 18 drug manufacturing slots funded above what was projected by Moderna and assumed within the price per dose for the doses of mRNA-1273 vaccine delivered in the Base Period and Option 1. However, because the Government is funding the additional slots within the Base and Option 1 periods in order to accelerate production, the Government is entitled to an adjustment under the conditions outlined. The Government and Moderna agree to the following:

1. If the Government exercises Option 2 (NLT 15 May):

a. Moderna will reduce the cost of Option 2 by $1,051,000 for each successfully accelerated drug product fill under the Base Period (limited to the eight additional slots) and $819,000 for each successfully accelerated drug product fill under Option 1 (limited to the ten additional slots).

2. If the Government does not exercise Option 2 (NLT 15 May):
a. In the event Moderna timely cancels the manufacturing slots and/or is able to otherwise fully utilize the slots originally reserved for production in the Option 2 period, Moderna agrees to credit the Government $1,051,000 for each of the eight slots and $819,000 for each of the ten slots that Moderna utilizes. In no case shall the number of drug product manufacturing slots credited exceed the number of successfully accelerated drug product manufacturing fills under the Base Period and Option 1. It is understood that Moderna will make all good-faith efforts to fill reserved slots or cancel reservations in a timely manner (i.e. within the time period required by the subcontractor).

b. In the event that Moderna is unable to fill those reserved slots (i.e. due to lack of demand) and cancels slots, Moderna shall be entitled to recoup those reservation cancellation costs from the USG. The process is outlined as follows:

1.) Moderna shall submit documentation to the USG of the following:

i.) Cancellation notice to the subcontractor,
ii.) The basis of the cancellation. and
iii.) Cancellation fees incurred.

2.) Moderna shall reduce credits to the USG under paragraph 2a) of this clause, IAW agreed cancellation costs incurred.

3.) Bi-lateral agreement of the final credit shall be included in a modification to the contract. Net credit shall be deducted from final payments under the contract.

H.16 Delivery Schedule, as revised 11Feb2021 via modification P00004

	Dec 20	**Jan 21**	**Feb 21**	**Mar 21**	**Apr 21**
Moderna Accelerated Plan	N/A	N/A	74,695,355	118,088,705	162,826,580
Fill/Finish Required for Accelerated	N/A	N/A	37	39	40
Original Delivery Schedule	15,000,000	22,000,000	30,000,000	33,000,000	33,200,000
Running Count - Original		37,000,000	67,000,000	100,000,000	133,200,000
Accelerated Plan per Month – Revised	12,628,700	21,156,350	**40,910,305**	**43,393,350**	**44,737,875**
Running Count - Revised		33,785,050	74,695,355	118,088,705	162,826,580

	May 21	**Jun 21**	**Jul 21**	**Aug 21**	**Sep 21**
Moderna Accelerated Plan	212,817,430	261,142,980	309,147,755	N/A	N/A
Fill/Finish Required for Accelerated	39	39	40	N/A	N/A
Original Delivery Schedule	33,400,000	33,400,000	33,400,000	33,400,000	33,200,000
Running Count - Original	166,600,000	200,000,000	233,400,000	266,800,000	300,000,000

Accelerated Plan per Month – Revised	**49,990,850**	**48,325,550**	**38,857,020**	N/A	N/A
Running Count - Revised	212,817,430	261,142,980	300,000,000	N/A	N/A

The delivery schedule assumes that Moderna will work to further maximize fill/finish capacity by working with the FDA to increase fill volumes, thus enabling extraction of additional doses from each vial delivered.

H.17 Post-Termination Disposition of Undelivered Product

For the avoidance of doubt, if the USG elects to terminate the exercised CLINs prior to acceptance and delivery in full of the required quantities of mRNA-1273, Moderna will be free to direct any unaccepted/undelivered supplies of mRNA-1273 to customers other than the USG, at its discretion, without further obligation of either party with regard to such unaccepted/undelivered supplies of mRNA-1273. The contract will be bilaterally modified to decrease the quantities by the agreed upon volume.

H.18 Dose Invoicing

In order to facilitate projections and invoicing, the Government shall provide or direct a third party (e.g., McKesson) to provide to Moderna (1) actual quantities of Moderna 140 kits shipped with 8.0mL vials during the reporting period; (2) actual quantities of Moderna 130 kits shipped with 8.0mL vials during the reporting period; and (3) the number of Moderna 140 kits remaining in inventory and available for upcoming shipments. This information will be provided to Moderna at a frequency of at least twice monthly.

For each 8.0mL fill volume (1600mcg) vial of vaccine shipped with a Moderna 140 kit, Moderna will invoice the Government for 14 doses of vaccine and count 14 doses toward Moderna's delivery quantities under this contract. For each 8.0mL fill volume (1600mcg) vial of vaccine shipped with a Moderna 130 kit, Moderna will invoice the Government for 13 doses of vaccine and count 13 doses toward Moderna's delivery quantities under this contract.

Both parties acknowledge that the delivery schedule is based on an assumed 14 doses counted toward Moderna's delivery quantities per 8.0mL fill volume (1600mcg) vial delivered. In accordance with the agreed approach for invoicing and counting doses toward Moderna's delivery requirement, this could result in a shortfall in the number of invoiceable doses. Both parties agree that delivery of doses to adjust for any shortfall to Option 2 could occur after July 31, 2021, and that a sufficient number of doses to fully meet the delivery requirement of these CLINs will be delivered by Moderna no later than August 31, 2021. Specifically for purposes of adhering to the scheduled delivery dates set forth in this contract for the Base Period, Option 1 and Option 2, schedule shall be deemed to have been met once doses are released by Moderna and are available for order.

H.19 Product Variations (as added via P00007)

Specific to CLINs 3001 and 4001, Moderna will deliver to the Government one or more of the following product types / variations according to the schedule defined in the table below:

- mRNA-1273 Primary Series (0.2mg/mL, 100µg, 2-dose)
- mRNA-1273 Seasonal Boost (0.1-0.2mg/mL, 50-100µg, 1-dose)
- mRNA-1273 Seasonal Boost (mRNA-1273.211 or other, as determined by EUA/BLA and any related supplement or amendment thereto accepted and authorized/licensed by FDA and mutually agreed upon; 0.1mg/mL, 50µg, 1-dose)
- mRNA-1273 Pediatric Primary Series for ages 6m-<2y, 2-<6y and 6-<12y (mRNA-1273, mRNA-1273.211 or other, as determined by EUA/BLA and any related supplement or amendment thereto accepted and authorized/licensed by FDA and mutually agreed upon; 0.1-0.2mg/mL, 25-100µg, 2-dose)

All doses delivered in calendar year 2021 will be delivered in multi-dose vials containing 6.3mL fill volume sufficient for 10 doses per vial as described in Section A.1. In order to minimize dose wastage, Moderna will make good-faith commercially reasonable efforts to establish capabilities to enable fulfillment of 2022 delivery requirements with a 5-dose vial image and will provide projections of availability of the 5-dose presentation on the

first of each month beginning in August 2021. If Moderna is able to make 5-dose vials available to the Government to satisfy the delivery requirements of CLINs 3001 and 4001, the Government and Moderna will negotiate revised per dose pricing. For avoidance of doubt, if the Government and Moderna fail to reach agreement on a fair and reasonable revised price per dose, all product to meet the requirements of CLINs 3001 and 4001 will continue to be delivered in the 6.3mL fill volume 10-dose image.

In order to adequately adjust for shifts in product types / variations to be delivered, the Contracting Officer will provide written direction via unilateral modification specifying product type / variations to be delivered for the Option 3 period (CLIN 3001) no later than August 12, 2021. For Option 4 deliveries (CLIN 4001), the Contracting Officer will provide written direction via modification specifying product type / variations to be delivered in a given month no later than 90 days prior to the delivery month. For example, if the Government chooses to take delivery of 20M doses of Seasonal Boost and 5M doses of Pediatric Primary Series (2-5y) in January 2022, this direction will be provided to Moderna no later than October 1, 2021. This will be followed with direction on November 1 and December 1, 2021, for February and March 2022, respectively.

The Government and Moderna agree that total monthly delivery quantities for each of CLIN 3001 and 4001 will follow the schedule in the table below. The Government and Moderna also agree on the following points specific to product ordering:

- The Government will not request, and Moderna will have no obligation to deliver, doses of mRNA-1273 Primary Series in calendar year 2021;
- Government direction on product type / variation to be delivered will be limited to specification of indication. Moderna will retain the flexibility to meet the delivery requirement with any product type / variation that has been authorized or approved for that indication. For avoidance of doubt, award amounts are dependent only on number of doses delivered and not product type / variation.

All direction related to product type / variation will be completed by the Contracting Officer through unilateral modification of the Delivery Schedule in the table below. Within 30 days of each modification, Moderna will provide the Government with weekly delivery targets for the subject delivery period. For avoidance of doubt, at no time will Moderna be required to deliver doses in excess of the total monthly quantities defined below unless mutually agreed to by the Government and Moderna.

Delivery Schedule for CLINs 3001 and 4001

Product Type	CLIN 3001 (100M total doses)				CLIN 4001 (100M total doses)			
	2021				2022			
	Sep[1]	Oct[1]	Nov[1]	Dec[1]	Dec[1]	Jan[2]	Feb[3]	Mar[4]
mRNA-1273 Primary								
mRNA-1273 Pediatric (6m-<2y)								
mRNA-1273 Pediatric (2-<6y)								
mRNA-1273 Pediatric (6-<12y)								
mRNA-1273 Seasonal								
Total	**25**	**25**	**30**	**20**	**10**	**28**	**28**	**34**

[1] Direction from Contracting Officer due on August 12, 2021
[2] Direction from Contracting Officer due on October 1, 2021
[3] Direction from Contracting Officer due on November 1, 2021
[4] Direction from Contracting Officer due on December 1, 2021

H.20 Donation of Excess Product

a. If the Government determines that a quantity of doses of mRNA-1273 supplied to the Government under this contract is no longer needed by the Government, the Government may donate such doses to a foreign nation or non-governmental organization (NGO) facilitating donation to a foreign nation, subject to the remainder of this Clause H.20. The Government shall notify Contractor in writing prior to any proposed donation to a foreign nation or NGO, which notice will include (i) the proposed recipient country and, if applicable, the NGO facilitating donation

to such recipient country, (ii) a good faith estimate of the quantity of mRNA-1273 proposed for delivery, and (iii) a good faith estimate of the proposed delivery date of such vaccine.

b. Contractor must verify in writing that all of the required conditions below are met before any such donation is made, which, subject to clause (B)(iv) below, Contractor will use commercially reasonable efforts to attempt to satisfy clauses (B)(i – iii) in good faith for any donations proposed by the Government:

(i) Each recipient foreign nation has issued regulatory approval, authorization (or obtained waivers thereof) for the importation and use of the product at the time of the donation and such donation will not require Moderna to undertake any additional regulatory activities or responsibilities that would interfere with Contractor's (1) regulatory strategy for obtaining regulatory approval or authorization in the recipient country or (2) obligations to the Government or (3) with Contractor's prosecution of regulatory filings with the FDA;

(ii) The product being donated is covered by an indemnification and/or immunity agreement between either (a) Contractor and the recipient nation, or (b) the USG and a USG-designated NGO with a prior relationship with the recipient nation, in each case that, to Contractor's reasonable satisfaction, provides that such recipient nation or NGO will indemnify or provide full immunity to Contractor, its affiliates and their contractors from and against all losses, liabilities and damages of any nature arising in connection with or relating to the importation, distribution or use of the donated doses. Such agreements will be for the benefit of Contractor and, to the extent applicable, the USG, and Contractor will be a third party beneficiary to any such indemnification or immunity agreement to which Contractor is not a party;

(iii) Appropriate security, destruction, safety, pharmacovigilance and other regulatory provisions are in place for use of the product in the recipient nation(s) to enable Contractor to fulfill its regulatory and compliance obligations and internal safety and security requirements, including restrictions on re-distribution of product by the recipient foreign nation, requirements that the recipient nation ensure the destruction of used vials and cartons, etc.; and

(iv) The proposed recipient country is a low income or low-middle income country to align with the COVAX Advance Market Commitment participating countries and economies, or Moderna otherwise consents, in its discretion, to the donation to such proposed recipient country.

c. The Government's donations will be from supplies of vaccine delivered to and accepted by the Government. To the extent the Government commits to deliver doses that have not yet been physically delivered to the Government, such donation will not occur until such doses have been delivered to the Government. The Government will be responsible for delivery of the donated doses to, and coordination of delivery with, the receiving foreign nation or NGO, as applicable. The Government or the receiving foreign nation or NGO, as applicable, will (i) satisfy all customs shipping requirements for import and export of the product; and (ii) as the exporter, file any required FDA export notifications. To the extent not already provided to the Government, the Contractor will provide all information necessary to complete any requirements identified in this paragraph in advance of shipment.

d. When the conditions above are met for any donation, the Parties will jointly modify Exhibit B hereto to reflect the name of each recipient foreign nation (or NGO if applicable), and specify the agreed-upon number of donated doses (including any applicable lot numbers) and the applicable delivery date. The Government and Contractor acknowledge and agree that no donation of product for use outside the United States will occur prior to Moderna's written consent that all terms in this Clause H.20 are met, which will be reflected in a modification of Exhibit B within seven (7) days.

e. The parties acknowledge that the third paragraph of Clause H.8 (beginning with "The Government may not use…") of the original award regarding PREP Act coverage does not restrict the Government from making donations that comply with the requirements of this Clause H.20. The USG makes no representations as to PREP Act coverage thereto.

f. Shipment of any donated doses under this Article does not constitute a violation of the Defense Production Act.

(End of Summary of Changes)